



U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section

Washington, D.C. 20530

90-11-2-614A

July 1, 1992

Site:	MEW
ID#:	MO09900965982
Break:	10.6
Other:	Consent Decree

Re: United States and State of Missouri v. Union Electric Co., et al. (E.D. MO.)

Dear Defendant:

Enclosed please find a copy of the Complaint and the Notice of Lodging which were filed in the above matter. Also enclosed please find pages 118-120 (signature pages of Plaintiffs) and revised Appendices E, F, G, H, and I, which were included in the lodged Consent Decree.

Very truly yours,

Barry M. Hartman
Acting Assistant Attorney General
Environment and Natural Resources Division

Elizabeth A. Edmonds

Elizabeth A. Edmonds
Trial Attorney

cc: Sarah Sullivan
Amy Svoboda
File

MEW Site File
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RECEIVED

JUL 06 1992

EPA CNSL/RCRA
REGION VII

#159913



S00154197
SUPERFUND RECORDS



U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section

Washington, D.C. 20530

90-11-2-614A

June 22, 1992

Joseph B. Moore
Civil Chief
U.S. Attorney's Office
Eastern District of Missouri
1114 Market Street
Room 401
St. Louis, MO 63101

RECEIVED

JUN 23 1992

EPA CNSL/RCRA
REGION VII

Re: United States and State of Missouri v. Union Electric Co.,
et al. (E.D. MO)

Dear Mr Moore:

Enclosed please find the original and three (3) copies of the following documents pertaining to the above matter:

- 1) Complaint
- 2) Consent Decree
- 3) Notice of Lodging of Consent Decree

Please assign an Assistant United States Attorney for this matter which pertains to the Missouri Electric Works, Inc. Superfund Site in Cape Girardeau, Missouri. Unfortunately, both Larry Farrell and Mike Price previously were involved with matters pertaining to the owner of the Site or worked with the law firm which represented the owner; therefore, neither of them can be assigned to handle this matter.

We would appreciate it if the assigned attorney would file the Complaint and Notice of Lodging of Consent Decree and lodge the Consent Decree with the Clerk. Additionally, we request that the enclosed letter be present to the appropriate person. This letter advises the Chief Judge that Judge Limbaugh previously recused himself on a related case pertaining to this Site. His father represents the Site owner.

After the Complaint and Notice of Lodging of Consent Decree has been filed, the attorney should call me or, if I am unavailable, Peggy Hipple at (202) 514-1032, so we can publish a notice of lodging in the Federal Register.

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The Federal Register notice provides that copies of the Consent Decree can be reviewed at the United States Attorney's Offices in St. Louis and in Cape Girardeau; therefore, a copy of the Consent Decree should be provided at both offices. We have sent 3 copies of the pleadings, so one copy can be retained in your office, and the other copy can be sent to Cape Girardeau--after a case number has been assigned.

After we receive a file-stamped copy of the Notice of Lodging and the Complaint, we will provide the authorized service on the Defendants.

I appreciate your assistance in handling this matter--and the kind assistance provided by your Cape Girardeau attorneys who have allowed us to use your facilities there.

Please call me at (202) 514-1032 if you have any questions--and to provide the case number for the Federal Register notice.

Very truly yours,

Barry M. Hartman
Acting Assistant Attorney General
Environment and Natural Resources Division

Elizabeth A. Edmonds
Elizabeth A. Edmonds
Trial Attorney

cc: Sarah Sullivan
Amy Svoboda
Shelley Woods
Al MacMahon
File

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U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section

Washington, D.C. 20530

90-11-2-614A

June 22, 1992

The Honorable Edward L. Filippine,
Chief Judge
United States District Court
Eastern District of Missouri
1114 Market Street
Room 324
St. Louis, MO 63101

Re: United States and State of Missouri v. Union Electric Co.,
et al.

Dear Judge Filippine:

We are filing a Complaint and lodging a Consent Decree in this matter involving the Missouri Electric Works, Inc. Superfund Site in Cape Girardeau, Missouri. We previously brought an action against Giles Armature & Electric Works, Inc. regarding this same Site. On November 19, 1991, Judge Limbaugh recused himself from the Giles Armature case "because of a conflict of interest". We believe the same "conflict of interest" pertains to this case; therefore, we respectfully request that this matter not be assigned to Judge Limbaugh.

Thank-you for your consideration of this matter.

Very truly yours,

Barry M. Hartman
Acting Assistant Attorney General
Environment and Natural Resources Division

Elizabeth A. Edmonds

Elizabeth A. Edmonds
Trial Attorney

cc: Sarah Sullivan
Amy Svoboda
File

MEW Site File
Break10_02232

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

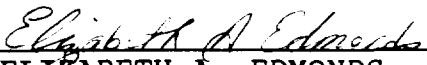
THE UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
UNION ELECTRIC COMPANY, et al.)	
)	
Defendants,)	
)	
and)	
)	
STATE OF MISSOURI,)	
)	
Plaintiff,)	
)	
v.)	
)	
UNION ELECTRIC COMPANY, et al.)	
)	
Defendants.)	

NOTICE OF LODGING OF CONSENT DECREE

Pursuant to Section 112(d)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7, a proposed Consent Decree in this action is being lodged herewith with the Court, after having been agreed to and signed by the parties. Notice of lodging of the Consent Decree will be published in the Federal Register. During pendency of the public comment period provided under CERCLA § 122(d)(2) and 28 C.F.R. § 50.7, no action is required of the Court. After expiration of the comment period and evaluation of the comments, if any, the Court will be advised as to entry of the Consent Decree or any further action which may be required.

Respectfully submitted

BARRY M. HARTMAN
Acting Assistant Attorney General
Environment and Natural Resources
Division


ELIZABETH A. EDMONDS
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
(202) 514-1032

STEPHEN B. HIGGINS
United States Attorney
Eastern District of Missouri

Assistant United States Attorney
1114 Market Street
St. Louis, MO 63101
(314) 539-2200

Of Counsel:

Sarah Toevs Sullivan
David Hoefer
U.S. EPA, Region VII
Office of Regional Counsel
726 Minnesota Avenue
Kansas City, Kansas 66101

Amy Svoboda
U.S. EPA
Office of Enforcement
Waste Enforcement Division
401 M Street, SW
Washington, D.C. 20460

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

E. DISTRICT OF MO.
U. S. DISTRICT COURT

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No.

UNION ELECTRIC COMPANY;
A. P. GREEN INDUSTRIES, INC.;
ARA SERVICES, INC.; ABSORBENT CLAY
PRODUCTS, INC.; ACME ELECTRIC CO.,
INC.; ALLIED-SIGNAL INC.; ALUMINUM
COMPANY OF AMERICA; AMERICAN
CHARCOAL COMPANY; AMERICAN FAMILY
BROADCAST GROUP, INC.; THE ANNA-
JONESBORO WATER COMMISSION; ARIENS
COMPANY; VERNON BAGWELL; BARRY
ELECTRIC COOPERATIVE; BARTON COUNTY
ELECTRIC COOPERATIVE; BEAZER EAST,
INC.; BELCHER ELECTRIC, INC.; BLACK
RIVER ELECTRIC COOPERATIVE;
THE BOC GROUP, INC.; BOONE ELECTRIC
COOPERATIVE; BRIDGESTONE/FIRESTONE,
INC.; BROWN & ROOT, INC.; BULL
MOOSE TUBE CO.; BURLINGTON NORTHERN
RAILROAD COMPANY; CENTRAL ILLINOIS
PUBLIC SERVICE COMPANY; CHASE
RESORTS, INC.; CHEVRON CHEMICAL
COMPANY; CITIZENS ELECTRIC
CORPORATION; CITIZENS UTILITIES
COMPANY; CITY OF CAIRO, ILLINOIS;
CITY OF CARMI, ILLINOIS; CITY OF
CASEY; CITY OF CHARLESTON,
MISSOURI; CITY OF FARMINGTON,
MISSOURI; CITY OF FREDERICKTOWN;
CITY OF HIGGINSVILLE; CITY OF
HOUSTON, MISSOURI; CITY OF JACKSON;
CITY OF JACKSONVILLE, ILLINOIS;
CITY OF JEFFERSON, MISSOURI;
CITY OF MADISONVILLE, KENTUCKY;
CITY OF OWENSVILLE, MISSOURI;
CITY OF RICHMOND; CITY OF ST.
JAMES; CITY OF SALEM, MISSOURI;
CITY OF SEYMOUR; CITY OF SHELBYNA,
MISSOURI; CITY OF SIKESTON; CITY OF
STEELVILLE, MISSOURI; CITY OF
THAYER, THAYER, MISSOURI; CLINTON
COUNTY ELECTRIC COOPERATIVE, INC.;
COLUMBIA QUARRY COMPANY, d/b/a
CHARLES STONE CO.; CONSOLIDATED

1 : 92CV00078

MEW Site File
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90-11-2-614A

DEPARTMENT OF JUSTICE
JUN 29 1992
LANDS DIVISION ENFORCEMENT RECORDS

ALUMINUM CORPORATION; MOUNTAIN COAL,)
 INC.; DAMSON OIL CORPORATION;)
 DAVIESS-MARTIN COUNTY REMC; DECATUR)
 INDUSTRIAL ELECTRIC, INC.; MARJORIE)
 H. DEIMUND; DELMARVA POWER & LIGHT)
 COMPANY; THE DOW CHEMICAL COMPANY;)
 DUGGER ELECTRIC EQUIPMENT CO.;)
 EAST PERRY LUMBER COMPANY; E.I. DU)
 PONT DE NEMOURS AND CO.;)
 ELECTRIC PLANT BOARD, CITY)
 OF MAYFIELD, KENTUCKY, d/b/a)
 MAYFIELD ELECTRIC & WATER SYSTEMS;)
 ELECTRIC SUPPLY CO. INC.;)
 ESSELTE PENDAFLEX CORPORATION;)
 ESSEX GROUP, INC.; EVANSVILLE)
 ELECTRIC & MFG. CO., INC.; FARMERS')
 ELECTRIC COOPERATIVE, INC.; FLORIDA)
 POWER CORPORATION; FLORIDA ROCK)
 INDUSTRIES, INC.; FULTON COUNTY)
 REMC; GENERAL CABLE CORPORATION;)
 GENERAL ELECTRIC COMPANY; GENERAL)
 IRON & SALVAGE CO., INC.; GOLD)
 FIELDS AMERICAN CORPORATION;)
 GUNTHER-NASH MINING CONSTRUCTION)
 CO.; H-J ENTERPRISES, INC.; HANCOCK)
 COUNTY REMC; HANCOCK-WOOD ELECTRIC)
 COOPERATIVE, INC.; HARRIS TRUCK &)
 TRAILER SALES, INC.; HIMMELBERGER)
 HARRISON CO., INC.; GERALDINE F.)
 HIRSCH; JAMES F. HIRSCH; OSCAR C.)
 HIRSCH; ROBERT O. HIRSCH; HOUSING)
 AUTHORITY OF JOHNSON COUNTY;)
 HOWELL-OREGON ELECTRIC COOP., INC.;)
 ITT FEDERAL SERVICES CORPORATION,)
 formerly known as FEDERAL ELECTRIC)
 CORPORATION; INDEPENDENT ELECTRIC)
 MACHINERY COMPANY; INGRAM BARGE)
 COMPANY; INTERLAKE PACKAGING)
 CORPORATION; JADER FUEL CO., INC.;)
 JEFFERSON SMURFIT CORPORATION; JIM)
 SMITH CONTRACTING CO., INC.; KBOA,)
 INC.; KAGMO ELECTRIC MOTOR CO.;)
 KAISER ALUMINUM & CHEMICAL)
 CORPORATION; KLEIN ARMATURE WORKS,)
 INC.; KOERNER ELECTRIC MOTORS OF)
 INDIANA INC.; KOPF ELECTRIC MOTOR)
 SERVICE, INC.; THE L. E. MYERS CO.)
 GROUP; LOGAN COUNTY COOPERATIVE)
 POWER AND LIGHT ASSOCIATION, INC.;)
 LOWRY ELECTRIC COMPANY; MFA)
 INCORPORATED; M.J.M. ELECTRIC)
 COOPERATIVE, INC.; MAGNETEK INC.;)

MARATHON OIL COMPANY; MCCARTHY)
 BROTHERS COMPANY; MENARD ELECTRIC)
 COOPERATIVE; MIDWEST ELECTRIC,)
 INC.; MILLSTONE CONSTRUCTION, INC.,)
 d/b/a KNOBEL-REDMAN CONSTRUCTION)
 COMPANY; MISSISSIPPI LIME COMPANY;)
 MISSOURI BARGE LINE COMPANY, INC.;)
 MISSOURI DRY DOCK AND REPAIR)
 COMPANY INC.; MISSOURI PORTLAND)
 CEMENT COMPANY; MOBIL OIL CORPORA-)
 TION; MORGAN COUNTY R.E.M.C.; MT.)
 CARMEL PUBLIC UTILITY COMPANY; NL)
 INDUSTRIES, INC.; NEW ENGLAND POWER)
 SERVICE COMPANY; NEW-MAC ELECTRIC)
 COOPERATIVE, INC.; NORTH CENTRAL)
 MISSOURI ELECTRIC COOP.; OTIS)
 ELEVATOR COMPANY; PSI ENERGY,)
 INC., formerly PUBLIC SERVICE)
 COMPANY OF INDIANA, INC.;)
 PARAGOULD LIGHT & WATER)
 COMMISSION; PAUL OBERMAN AND)
 COMPANY; PEABODY COAL COMPANY;)
 PEMISCOT-DUNKLIN ELECTRIC COOP.;)
 PET INCORPORATED; PHILLIPS)
 PETROLEUM COMPANY; THE PITTSBURGH)
 AND MIDWAY COAL MINING CO.;)
 PLIBRICO COMPANY; PULASKI COUNTY)
 HOUSING AUTHORITY; PUROLATOR)
 PRODUCTS NA, INC., a/k/a PUROLATOR)
 PRODUCTS COMPANY; QUINCY SOYBEAN)
 COMPANY; RALSTON PURINA COMPANY;)
 RATHJE ENTERPRISES, INC.; RICHARDS)
 ELECTRIC MOTOR CO.; RURAL ELECTRIC)
 CONVENIENCE COOP. CO.; S.D.I.)
 OPERATING PARTNERS L.P., d/b/a)
 PHILIPS & COMPANY; SAC OSAGE)
 ELECTRIC COOPERATIVE, INC.; SACHS)
 ELECTRIC COMPANY; ST. JOE MINERALS)
 CORPORATION; ST. LOUIS STEEL)
 CASTING INC.; ST. LOUIS UNIVERSITY;)
 SAM TANKSLEY TRUCKING CO.; SANDNER)
 ELECTRIC COMPANY; SCOTT-NEW)
 MADRID-MISSISSIPPI ELECTRIC COOP.;)
 SIEMENS ENERGY & AUTOMATION, INC.;)
 SOUTHERN ILLINOIS ELECTRIC COOP.;)
 SOUTHERN ILLINOIS MATERIALS)
 COMPANY; STATE OF MISSOURI,)
 DEPARTMENT OF MENTAL HEALTH,)
 SOUTHEAST MISSOURI MENTAL HEALTH)
 CENTER; STATE OF MISSOURI, SOUTH-)
 EAST MISSOURI STATE UNIVERSITY;)

STEUBEN COUNTY REMC; SULLIVAN)
 ELECTRIC COMPANY; SWANSON-NUNN)
 ELECTRIC CO., INC.; TEAMSTERS LOCAL)
 688 INSURANCE AND WELFARE FUND;)
 TEXAS EASTERN PRODUCTS PIPELINE)
 COMPANY; TEXAS EASTERN TRANSMISSION)
 CORPORATION; TEXTRON, INC.;)
 TIPMONT RURAL ELECTRIC MEMBERSHIP)
 CORPORATION; TOASTMASTER INC.;)
 TOWN OF PARAGON; TUCSON ELECTRIC)
 POWER COMPANY; THE UNION COUNTY)
 HOSPITAL DISTRICT; CHESTER R.)
 UPHAM, JR.; VAUGHN ELECTRIC)
 COMPANY, INC.; WAYNE COUNTY REMC;)
 WAYNE-WHITE COUNTIES ELECTRIC)
 COOPERATIVE; WEBSTER COUNTY COAL)
 CORPORATION; WEST LAKE QUARRY AND)
 MATERIAL COMPANY; WESTINGHOUSE)
 ELECTRIC CORPORATION; WESTVACO)
 CORPORATION; WETTERAU INCORPORATED;)
 WHIRLPOOL CORPORATION, ZELLER)
 ELECTRIC, INC.; CITY OF CABOOL;)
 CITY OF CAMPBELL, MISSOURI; CITY)
 OF MALDEN BOARD OF PUBLIC WORKS;)
)
 Defendants.)

COMPLAINT

Plaintiff, the United States of America, by the
 authority of the Attorney General and on behalf of the Admini-
 strator of the United States Environmental Protection Agency
 ("EPA"), alleges as follows:

PRELIMINARY STATEMENT OF CASE

1. This is a civil action under Sections 106 and 107
 of the Comprehensive Environmental Response, Compensation, and
 Liability Act of 1980 ("CERCLA"), as amended by the Superfund
 Amendments and Reauthorization Act of 1986, 42 U.S.C.
 §§ 9606 and 9607, for injunctive relief to abate an imminent and
 substantial endangerment to the public health or welfare or the

environment due to the release or threatened release of hazardous substances from a facility, and for recovery of response costs that have been and will be incurred by the United States in response to releases and threatened releases of hazardous substances from the Missouri Electric Works, Inc. Site ("Site"), which is located in Cape Girardeau, Missouri. Pursuant to Section 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2), and 28 U.S.C. § 2201, the United States also seeks a declaratory judgment that each Defendant shall be liable for any response costs incurred by the United States in the future with respect to the Site.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to Sections 106, 107, and 113(b) of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613(b), and 28 U.S.C. §§ 1331 and 1345.

3. Venue is proper in this district pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1391(b).

DEFENDANTS

4. Defendant A. P. Green Industries, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, A. P. Green Industries, Inc. was a generator of hazardous substances disposed of at the Site.

5. Defendant ARA Services, Inc. is a corporation organized under the laws of the State of Delaware. ARA Services, Inc., which is the successor corporation of Szabo Food Services, Inc. and its subsidiary Franklin County Coal Co., has assumed the

liabilities of Szabo Food Services, Inc. and its subsidiary Franklin County Coal Co. for this matter. At all times relevant herein, Franklin County Coal Co. was a generator of hazardous substances disposed of at the Site.

6. Defendant Absorbent Clay Products, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Absorbent Clay Products Inc. was a generator of hazardous substances disposed of at the Site.

7. Defendant Acme Electric Co., Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Acme Electric Co., Inc. was a generator of hazardous substances disposed of at the Site.

8. Defendant Allied-Signal Inc. is a corporation organized under the laws of the State of Delaware. Allied-Signal Inc., which is the successor corporation of Allied Chemical Corporation which purchased the assets of Minerva Oil Company, has assumed the liabilities of Minerva Oil Company and Allied Chemical Corporation for this matter. At all times relevant herein, Minerva Oil Company and Allied Chemical Corporation were generators of hazardous substances disposed of at the Site.

9. Defendant Aluminum Company of America is a corporation organized under the laws of the State of Pennsylvania. At all times relevant herein, Aluminum Company of America was a generator of hazardous substances disposed of at the Site.

MEW Site File
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10. Defendant American Charcoal Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, American Charcoal Company was a generator of hazardous substances disposed of at the Site.

11. Defendant American Family Broadcast Group, Inc. is a corporation organized pursuant to the laws of the State of Georgia. American Family Broadcast Group, Inc. is a successor corporation to American Hirsch Broadcasting Company and Hirsch Broadcasting Company, which owned KFVS-TV in Cape Girardeau, Missouri. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

12. Defendant The Anna-Jonesboro Water Commission is a public corporation organized under the Municipal Code of the State of Illinois. At all times relevant herein, The Anna-Jonesboro Water Commission was a generator of hazardous substances disposed of at the Site.

13. Defendant Ariens Company is a corporation organized under the laws of the State of Wisconsin. At all times relevant herein, Ariens Company was a generator of hazardous substances disposed of at the Site.

14. Defendant Vernon Bagwell is an individual residing in Poplar Bluff, Missouri. At all times relevant herein, Vernon Bagwell was a generator of hazardous substances disposed of at the Site.

15. Defendant Barry Electric Cooperative is a Missouri co-operative organized pursuant to the Rural Electric Co-

operative Law of the State of Missouri. At all times relevant herein, Barry Electric Cooperative was a generator of hazardous substances disposed of at the Site.

16. Defendant Barton County Electric Cooperative is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, Barton County Electric Cooperative was a generator of hazardous substances disposed of at the Site.

17. Defendant Beazer East, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Beazer East, Inc. was a generator of hazardous substances disposed of at the Site.

18. Defendant Belcher Electric, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Belcher Electric, Inc. was a generator of hazardous substances disposed of at the Site.

19. Defendant Black River Electric Cooperative is a Missouri cooperative organized pursuant to Chapter 357 of the laws of the State of Missouri. At all times relevant herein, Black River Electric Cooperative was a generator of hazardous substances disposed of at the Site.

20. Defendant The BOC Group, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, The BOC Group, Inc. was a generator of hazardous substances disposed of at the Site.

21. Defendant Boone Electric Cooperative is a Missouri co-operative organized pursuant to the Rural Electric Co-

operative Law of the State of Missouri. At all times relevant herein, Boone Electric Cooperative was a generator of hazardous substances disposed of at the Site.

22. Defendant Bridgestone/Firestone, Inc. is a corporation organized under the laws of the State of Ohio. At all times relevant herein, Bridgestone/Firestone, Inc. was a generator of hazardous substances disposed of at the Site.

23. Defendant Brown & Root, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant hereto, Brown & Root, Inc. was a generator of hazardous substances disposed of at the Site.

24. Defendant Bull Moose Tube Co. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Bull Moose Tube Co. was a generator of hazardous substances disposed of at the Site.

25. Defendant Burlington Northern Railroad Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Burlington Northern Railroad Company was a generator of hazardous substances disposed of at the Site.

26. Defendant Central Illinois Public Service Company is a corporation organized under the laws of the State of Illinois. Defendant Central Illinois Public Service Company, which is the successor corporation of Illinois Electric & Gas Company, has assumed the liabilities of Illinois Electric & Gas Company for this matter. At all times relevant herein, Illinois

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Electric & Gas Company was a generator of hazardous substances disposed of at the Site.

27. Defendant Chase Resorts, Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Chase Resorts, Inc. was a generator of hazardous substances disposed of at the Site.

28. Defendant Chevron Chemical Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Chevron Chemical Company was a generator of hazardous substances disposed of at the Site.

29. Defendant Citizens Electric Corporation is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Citizens Electric Corporation was a generator of hazardous substances disposed of at the Site.

30. Defendant Citizens Utilities Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Citizens Utilities Company was a generator of hazardous substances disposed of at the Site.

31. Defendant City of Cairo, Illinois acting by and through its Cairo Public Utility Commission is a municipality organized and existing pursuant to the laws of the State of Illinois. At all times relevant herein, City of Cairo, Illinois acting by and through its Cairo Public Utility Commission was a generator of hazardous substances disposed of at the Site.

32. Defendant City of Carmi, Illinois is a municipality organized and existing pursuant to the laws of the State of Illinois. At all times relevant herein, City of Carmi,

Illinois was a generator of hazardous substances disposed of at the Site.

33. Defendant City of Casey is a municipality organized and existing pursuant to the laws of the State of Illinois. At all times relevant herein, City of Casey was a generator of hazardous substances disposed of at the Site.

34. Defendant City of Charleston, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. The Housing Authority of the City of Charleston is an agency of Defendant City of Charleston. At all times relevant herein, City of Charleston, through its agency Housing Authority-City of Charleston, was a generator of hazardous substances disposed of at the Site.

35. Defendant City of Farmington, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Farmington was a generator of hazardous substances disposed of at the Site.

36. Defendant City of Fredericktown is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Fredericktown was a generator of hazardous substances disposed of at the Site.

37. Defendant City of Higginsville is a city organized pursuant to the laws of the State of Missouri. The Municipal Utilities, Higginsville is an agency of Defendant City of Higginsville. At all times relevant herein, City of Higginsville through its agency Municipal Utilities, Higginsville, was a generator of hazardous substances disposed of at the Site.

38. Defendant City of Houston, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Houston, Missouri was a generator of hazardous substances disposed of at the Site.

39. Defendant City of Jackson is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Jackson was a generator of hazardous substances disposed of at the Site.

40. Defendant City of Jacksonville, Illinois is a municipality organized and existing pursuant to the laws of the State of Illinois. City Light and Power is an agency of Defendant City of Jacksonville, Illinois. At all times relevant herein, City of Jacksonville, Illinois acting for City Light and Power was a generator of hazardous substances disposed of at the Site.

41. Defendant City of Jefferson, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Jefferson, Missouri was a generator of hazardous substances disposed of at the Site.

42. Defendant City of Madisonville, Kentucky is a municipal corporation organized and existing pursuant to the laws of the State of Kentucky. At all times relevant herein, City of Madisonville, Kentucky was a generator of hazardous substances disposed of at the Site.

43. Defendant City of Owensville, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. Owensville Municipal Utilities is an agency of Defendant City of Owensville. At all times relevant herein, City of Owensville, through its agency Owensville Municipal Utilities, was a generator of hazardous substances disposed of at the Site.

44. Defendant City of Richmond is a municipality organized and existing pursuant to the laws of the State of Indiana. Richmond Power & Light is a utility owned by the City of Richmond. At all times relevant herein, Defendant City of Richmond, through its utility, Richmond Power & Light, was a generator of hazardous substances disposed of at the Site.

45. Defendant City of St. James is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of St. James was a generator of hazardous substances disposed of at the Site.

46. Defendant City of Salem, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Salem, Missouri was a generator of hazardous substances disposed of at the Site.

47. Defendant City of Seymour is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Seymour was a generator of hazardous substances disposed of at the Site.

48. Defendant City of Shelbyville, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Shelbyville,

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Missouri was a generator of hazardous substances disposed of at the Site.

49. Defendant City of Sikeston is a city organized and existing pursuant to the laws of the State of Missouri. The Sikeston Board of Municipal Utilities is a board of the City of Sikeston. At all times relevant herein, Defendant City of Sikeston, through its Board of Municipal Utilities, was a generator of hazardous substances disposed of at the Site.

50. Defendant City of Steelville, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Steelville, Missouri was a generator of hazardous substances disposed of at the Site.

51. Defendant City of Thayer, Thayer, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, City of Thayer, Thayer, Missouri was a generator of hazardous substances disposed of at the Site.

52. Defendant Clinton County Electric Cooperative, Inc. is a not-for-profit corporation organized and existing pursuant to the laws of the State of Illinois. At all times relevant herein, Clinton County Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

53. Defendant Columbia Quarry Company, d/b/a Charles Stone Co., is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Columbia Quarry

MEW Site File
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Company, d/b/a Charles Stone Co., was a generator of hazardous substances disposed of at the Site.

54. Defendant Consolidated Aluminum Corporation is a corporation organized under the laws of the State of New York. At all times relevant herein, Consolidated Aluminum Corporation was a generator of hazardous substances disposed of at the Site.

55. Defendant Costain Coal, Inc. is a corporation organized under the laws of the State of Delaware. Costain Coal, Inc., which is a successor corporation to Pyro Mining Company, has assumed the liabilities of Pyro Mining Company for this matter. At all times relevant herein, Pyro Mining Company was a generator of hazardous substances disposed of at the Site.

56. Defendant Damson Oil Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Damson Oil Corporation was a generator of hazardous substances disposed of at the Site.

57. Defendant Daviess-Martin County REMC is a rural electric cooperative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Daviess-Martin County REMC was a generator of hazardous substances disposed of at the Site.

58. Defendant Decatur Industrial Electric, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Decatur Industrial Electric, Inc. was a generator of hazardous substances disposed of at the Site.

59. Defendant Marjorie H. Deimund is a person living in Cape Girardeau, Missouri. At all times relevant herein,

Marjorie H. Deimund was a stockholder in Hirsch Broadcasting Company, and she assumed the liabilities of Hirsch Broadcasting Company, which owned KFVS-TV. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

60. Defendant Delmarva Power & Light Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Delmarva Power & Light Company was a generator of hazardous substances disposed of at the Site.

61. Defendant The Dow Chemical Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, The Dow Chemical Company was a generator of hazardous substances disposed of at the Site.

62. Defendant Dugger Electric Equipment Co. is a corporation organized under the laws of the State of Indiana. At all times relevant herein, Dugger Electric Equipment Co. was a generator of hazardous substances disposed of at the Site.

63. Defendant East Perry Lumber Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, East Perry Lumber Company was a generator of hazardous substances disposed of at the Site.

64. Defendant E.I. du Pont de Nemours and Co. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, E.I. du Pont de Nemours and Co. was a generator of hazardous substances disposed of at the Site.

65. Defendant Electric Plant Board, City of Mayfield, Kentucky, d/b/a Mayfield Electric & Water Systems, is an

autonomous agency of the City of Mayfield, Kentucky, organized pursuant to the T.V.A. Act. At all times relevant herein, The Electric Plant Board, City of Mayfield, Kentucky, d/b/a Mayfield Electric & Water Systems, was a generator of hazardous substances disposed of at the Site.

66. Defendant Electric Supply Co. Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Electric Supply Co., Inc. was a generator of hazardous substances disposed of at the Site.

67. Defendant Esselte Pendaflex Corporation is a corporation organized under the laws of the State of New York. At all times relevant herein, Esselte Pendaflex Corporation was a generator of hazardous substances disposed of at the Site.

68. Defendant Essex Group, Inc. is a corporation organized under the laws of the State of Michigan. At all times relevant herein, Essex Group, Inc. was a generator of hazardous substances disposed of at the Site.

69. Defendant Evansville Electric & Mfg. Co., Inc. is a corporation organized under the laws of the State of Indiana. At all times relevant herein, Evansville Electric & Mfg. Co., Inc., was a generator of hazardous substances disposed of at the Site.

70. Defendant Farmers' Electric Cooperative, Inc. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, Farmers' Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

71. Defendant Florida Power Corporation is a corporation organized under the laws of the State of Florida. At all times relevant herein, Florida Power Corporation was a generator of hazardous substances disposed of at the Site.

72. Defendant Florida Rock Industries, Inc. is a corporation organized under the laws of the State of Florida. At all times relevant herein, Florida Rock Industries, Inc. was a generator of hazardous substance disposed of at the Site.

73. Defendant Fulton County REMC is a rural electric cooperative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Fulton County REMC was a generator of hazardous substances disposed of at the Site.

74. Defendant General Cable Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, General Cable Corporation was a generator of hazardous substances disposed of at the Site.

75. Defendant General Electric Company ("GE") is a corporation organized under the laws of the State of Delaware. At all times relevant herein, General Electric Company was a generator of hazardous substances disposed of at the Site.

76. Defendant General Iron & Salvage Co., Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, General Iron & Salvage Co., Inc. was a generator of hazardous substances disposed of at the Site.

77. Defendant Gold Fields American Corporation is a corporation organized under the laws of the State of Delaware.

Gold Fields American Corporation, which is a successor corporation to American Zinc Company and its subsidiary American Limestone Company, has assumed the liabilities of American Limestone Company for this matter. At all times relevant herein, American Limestone Company was a generator of hazardous substances disposed of at the Site.

78. Defendant Gunther-Nash Mining Construction Co. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Gunther-Nash Mining Construction Co. was a generator of hazardous substances disposed of at the Site.

79. Defendant H-J Enterprises, Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, H-J Enterprises, Inc. was a generator of hazardous substances disposed of at the Site.

80. Defendant Hancock County REMC is a rural electric cooperative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Hancock County REMC was a generator of hazardous substances disposed of at the Site.

81. Defendant Hancock-Wood Electric Cooperative, Inc. is a not-for-profit cooperative organized and existing pursuant to the laws of the State of Ohio. At all times relevant herein, Hancock-Wood Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

82. Defendant Harris Truck & Trailer Sales, Inc. was a corporation organized under the laws of the State of Missouri.

Harris Truck & Trailer Sales, Inc. has assumed the liabilities of the predecessor corporations and companies for this matter. At all times relevant herein, Harris Truck & Trailer Sales, Inc. and its predecessor corporations and companies were generators of hazardous material disposed of at the Site.

83. Defendant Himmelberger Harrison Co., Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Himmelberger Harrison Co., Inc. was a generator of hazardous substances disposed of at the Site.

84. Defendant Geraldine F. Hirsch is a person living in Cape Girardeau, Missouri. At all times relevant herein, Geraldine F. Hirsch was a stockholder in Hirsch Broadcasting Company, and she assumed the liabilities of Hirsch Broadcasting Company, which owned KFVS-TV. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

85. Defendant James F. Hirsch is a person living in Cape Girardeau, Missouri. At all times relevant herein, James F. Hirsch was a stockholder in Hirsch Broadcasting Company, and he assumed the liabilities of Hirsch Broadcasting Company, which owned KFVS-TV. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

86. Defendant Oscar C. Hirsch is a person living in Cape Girardeau, Missouri. At all times relevant herein, Oscar C. Hirsch was a stockholder in Hirsch Broadcasting Company, and he assumed the liabilities of Hirsch Broadcasting Company, which

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owned KFVS-TV. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

87. Defendant Robert O. Hirsch is a person living in The Woodlands, Texas. At all times relevant herein, Robert O. Hirsch was a stockholder in Hirsch Broadcasting Company, and he assumed the liabilities of Hirsch Broadcasting Company, which owned KFVS-TV. At all times relevant herein, Hirsch Broadcasting Company was a generator of hazardous substances disposed of at the Site.

88. Defendant Housing Authority of Johnson County is a municipal corporation organized pursuant to the laws of the State of Illinois. At all times relevant herein, Housing Authority of Johnson County was a generator of hazardous substances disposed of at the Site.

89. Defendant Howell-Oregon Electric Coop., Inc. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, Howell-Oregon Electric Coop., Inc. was a generator of hazardous substances disposed of at the Site.

90. Defendant ITT Federal Services Corporation, formerly known as Federal Electric Corporation, is a corporation organized under the laws of the State of Delaware. At all times relevant herein, ITT Federal Services Corporation, formerly known as Federal Electric Corporation, was a generator of hazardous substances disposed of at the Site.

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91. Defendant Independent Electric Machinery Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Independent Electric Machinery Company was a generator of hazardous substances disposed of at the Site.

92. Defendant Ingram Barge Company is a corporation organized under the laws of the State of Tennessee. At all times relevant hereto, Ingram Barge Company was a generator of hazardous substances disposed of at the Site.

93. Defendant Interlake Packaging Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Interlake Packaging Corporation was a generator of hazardous substances disposed of at the Site.

94. Defendant Jader Fuel Co., Inc. is a corporation organized under the laws of the State of Delaware. Jader Fuel Co. Inc., which is the successor corporation of Empire Dock Company, has assumed the liabilities of Empire Dock Company for this matter. At all times relevant herein, Empire Dock Company was a generator of hazardous substances disposed of at the Site.

95. Defendant Jefferson Smurfit Corporation is a corporation organized under the laws of the State of Delaware. Jefferson Smurfit Corporation, which is a successor corporation to Shawnee Wood Chips Corporation, has assumed the liabilities of Shawnee Wood Chips Corporation for this matter. At all times relevant herein, Shawnee Wood Chips Corporation was a generator of hazardous substances disposed of at the Site.

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96. Defendant Jim Smith Contracting Co., Inc. is a corporation organized under the laws of the State of Kentucky. At all times relevant herein, Jim Smith Contracting Co., Inc. was a generator of hazardous substances disposed of at the Site.

97. Defendant KBOA, Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, KBOA, Inc. was a generator of hazardous substances disposed of at the Site.

98. Defendant KAGMO Electric Motor Co. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, KAGMO Electric Motor Co. was a generator of hazardous substances disposed of at the Site.

99. Defendant Kaiser Aluminum & Chemical Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Kaiser Aluminum & Chemical Corporation was a generator of hazardous substances disposed of at the Site.

100. Defendant Klein Armature Works, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Klein Armature Works, Inc. was a generator of hazardous substances disposed of at the Site.

101. Defendant Koerner Electric Motors of Indiana Inc. is a corporation organized under the laws of the State of Indiana. At all times relevant herein, Koerner Electric Motors of Indiana Inc. was a generator of hazardous substances disposed of at the Site.

102. Defendant Kopf Electric Motor Service, Inc. is a corporation organized under the laws of the State of Illinois. At all times relevant herein, Kopf Electric Motor Service, Inc. was a generator of hazardous substances disposed of at the Site.

103. Defendant The L. E. Myers Co. Group is a corporation organized under the laws of the State of Delaware. At all times relevant herein, The L. E. Myers Co. Group was a generator of hazardous substances disposed of at the Site.

104. Defendant Logan County Cooperative Power and Light Association, Inc. is a not-for-profit cooperative organized pursuant to the laws of the State of Ohio. At all times relevant herein, Logan County Cooperative Power and Light Association, Inc. was a generator of hazardous substances disposed of at the Site.

105. Defendant Lowry Electric Company is a corporation organized under the laws of the State of Illinois. At all times relevant herein, Lowry Electric Company was a generator of hazardous substances disposed of at the Site.

106. Defendant MFA Incorporated is a corporation organized under the laws of the State of Missouri. At all times relevant herein, MFA Incorporated was a generator of hazardous substances disposed of at the Site.

107. Defendant M.J.M. Electric Cooperative, Inc. is a not-for-profit corporation organized pursuant to the laws of the State of Illinois. At all times relevant herein, M.J.M. Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

108. Defendant Magnetek Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Magnetek Inc. was a generator of hazardous substances disposed of at the Site.

109. Defendant Marathon Oil Company is a corporation organized under the laws of the State of Ohio. At all times relevant herein, Marathon Oil Company was a generator of hazardous substances disposed of at the Site.

110. Defendant McCarthy Brothers Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, McCarthy Brothers Company was a generator of hazardous substances disposed of at the Site.

111. Defendant Menard Electric Cooperative is a not-for-profit corporation organized pursuant to the laws of the State of Illinois. At all times relevant herein, Menard Electric Cooperative was a generator of hazardous substances disposed of at the Site.

112. Defendant Midwest Electric, Inc. is a corporation organized under the laws of the State of Ohio. At all times relevant herein, Midwest Electric, Inc. was a generator of hazardous substances disposed of at the Site.

113. Defendant Millstone Construction, Inc., d/b/a Knobel-Redman Construction Company, is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Millstone Construction, using the fictitious name of Knobel-Redman Construction Company, was a generator of hazardous substances disposed of at the Site.

114. Defendant Mississippi Lime Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Mississippi Lime Company was a generator of hazardous substances disposed of at the Site.

115. Defendant Missouri Barge Line Company, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Missouri Barge Line Company, Inc. was a generator of hazardous substances disposed of at the Site.

116. Defendant Missouri Dry Dock and Repair Company Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Missouri Dry Dock Repair Company Inc. was a generator of hazardous substances disposed of at the Site.

117. Defendant Missouri Portland Cement Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Missouri Portland Cement Company was a generator of hazardous substances disposed of at the Site.

118. Defendant Mobil Oil Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Mobil Oil Corporation was a generator of hazardous substances disposed of at the Site.

119. Defendant Morgan County R.E.M.C. is a rural electric cooperative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Morgan County R.E.M.C. was a generator of hazardous substances disposed of at the Site.

120. Defendant Mt. Carmel Public Utility Company is an Illinois corporation organized pursuant to the Illinois Public Utility Act. At all times relevant herein, Mt. Carmel Public Utility Company was a generator of hazardous substances disposed of at the Site.

121. Defendant NL Industries, Inc. is a corporation organized under the laws of the State of New York. At all times relevant herein, NL Industries, Inc. was a generator of hazardous substances disposed of at the Site.

122. Defendant New England Power Service Company is a corporation organized under the laws of the State of Massachusetts. At all times relevant herein, New England Power Service Company was a generator of hazardous substances disposed of at the Site.

123. Defendant New-Mac Electric Cooperative, Inc. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, New-Mac Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

124. Defendant North Central Missouri Electric Coop. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, North Central Missouri Electric Coop. was a generator of hazardous substances disposed of at the Site.

125. Defendant Otis Elevator Company is a corporation organized under the laws of the State of New Jersey. At all

times relevant herein, Otis Elevator Company was a generator of hazardous substances disposed of at the Site.

126. Defendant PSI Energy, Inc., formerly known as Public Service Company of Indiana, Inc., is a corporation organized under the laws of the State of Indiana. At all times relevant herein, PSI Energy, Inc., formerly known as Public Service Company of Indiana, Inc., was a generator of hazardous substances disposed of at the Site.

127. Defendant Paragould Light & Water Commission is a public utility authorized by the laws of the State of Arkansas and an ordinance of the City of Paragould. At all times relevant herein, Paragould Light & Water Commission was a generator of hazardous substances disposed of at the Site.

128. Defendant Paul Oberman and Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Paul Oberman and Company was a generator of hazardous substances disposed of at the Site.

129. Defendant Peabody Coal Company is a corporation organized under the laws of the State of Kentucky. At all times relevant herein, Peabody Coal Company was a generator of hazardous substances disposed of at the Site.

130. Defendant Pemiscot-Dunklin Electric Coop. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, Pemiscot-Dunklin Electric Coop. was a generator of hazardous substances disposed of at the Site.

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131. Defendant Pet Incorporated is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Pet Incorporated was a generator of hazardous substances disposed of at the Site.

132. Defendant Phillips Petroleum Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Phillips Petroleum Company was a generator of hazardous substances disposed of at the Site.

133. Defendant The Pittsburgh and Midway Coal Mining Co. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, The Pittsburgh and Midway Coal Mining Co. was a generator of hazardous substances disposed of at the Site.

134. Defendant Plibrico Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Plibrico Company was a generator of hazardous substances disposed of at the Site.

135. Defendant Pulaski County Housing Authority is a municipal corporation organized pursuant to the laws of the State of Illinois. At all times relevant herein, Pulaski County Housing Authority was a generator of hazardous substances disposed of at the Site.

136. Defendant Purolator Products NA, Inc., a/k/a Purolator Products Company, is a corporation organized under the laws of the State of Delaware. Purolator Products NA, Inc., which is a successor corporation to Facet Automotive Filter Company, has assumed the liabilities of Facet Automotive Filter

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Company for this matter. At all times relevant herein, Facet Automotive Filter Company was a generator of hazardous substances disposed of at the Site.

137. Defendant Quincy Soybean Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Quincy Soybean Company was a generator of hazardous substances disposed of at the Site.

138. Defendant Ralston Purina Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Ralston Purina Company was a generator of hazardous substances disposed of at the Site.

139. Defendant Rathje Enterprises, Inc. is a corporation organized under the laws of the State of Delaware. Rathje Enterprises, Inc., which is a successor corporation to Bodine Electric of Decatur, Inc., has assumed the liabilities of Bodine Electric of Decatur for this matter. At all times relevant herein, Bodine Electric of Decatur, Inc. was a generator of hazardous substances disposed of at the Site.

140. Defendant Richards Electric Motor Co. is a corporation organized under the laws of the State of Illinois. At all times relevant herein, Richards Electric Motor Co. was a generator of hazardous substances disposed of at the Site.

141. Defendant Rural Electric Convenience Coop. Co. is an Illinois non-for-profit corporation organized and existing pursuant to the laws of the State of Illinois. At all times relevant herein, Rural Electric Convenience Coop. Co. was a generator of hazardous substances disposed of at the Site.

142. Defendant S.D.I. Operating Partners L.P., d/b/a Philips & Company, is a limited partnership organized under the laws of the State of Delaware. At all times relevant herein, S.D.I. Operating Partners, L.P., d/b/a/ Philips & Company was a generator of hazardous substances disposed of at the Site.

143. Defendant Sac Osage Electric Cooperative, Inc. is a Missouri co-operative organized pursuant to the Rural Electric Co-operative Law of the State of Missouri. At all times relevant herein, Sac Osage Electric Cooperative, Inc. was a generator of hazardous substances disposed of at the Site.

144. Defendant Sachs Electric Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Sachs Electric Company was a generator of hazardous substances disposed of at the Site.

145. Defendant St. Joe Minerals Corporation is a corporation organized under the laws of the State of New York. At all times relevant herein, St. Joe Minerals Corporation was a generator of hazardous substances disposed of at the Site.

146. Defendant St. Louis Steel Casting Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, St. Louis Steel Casting Inc. was a generator of hazardous substances disposed of at the Site.

147. Defendant St. Louis University is a benevolent association organized pursuant to the Religious and Charitable Associations Statute of the State of Missouri. At all times relevant herein, St. Louis University was a generator of hazardous substances disposed of at the Site.

148. Defendant Sam Tanksley Trucking Co. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Sam Tanksley Trucking Co. was a generator of hazardous substances disposed of at the Site.

149. Defendant Sandner Electric Company is a corporation organized under the laws of the State of Illinois. At all times relevant herein, Sandner Electric Company was a generator of hazardous substances disposed of at the Site.

150. Defendant Scott-New Madrid-Mississippi Electric Coop. is a co-operative, nonprofit membership corporation organized pursuant to the Rural Electric Cooperative Law of the State of Missouri. At all times relevant herein, Scott-New Madrid-Mississippi Electric Coop. was a generator of hazardous substances disposed of at the Site.

151. Defendant Siemens Energy & Automation, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Siemens Energy & Automation, Inc. was a generator of hazardous substances disposed of at the Site.

152. Defendant Southern Illinois Electric Coop. is a non-for-profit cooperative organized pursuant to the laws of the State of Illinois. At all times relevant herein, Southern Illinois Electric Coop. was a generator of hazardous substances disposed of at the Site.

153. Defendant Southern Illinois Materials Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Southern Illinois Materials Company was a generator of hazardous substances disposed of at the Site.

154. Defendant State of Missouri, Department of Mental Health, Southeast Missouri Mental Health Center is a division of a department of the State of Missouri. At all times relevant herein, the State of Missouri, Department of Mental Health, Southeast Missouri Mental Health Center was a generator of hazardous substances disposed of at the Site.

155. Defendant State of Missouri, Southeast Missouri State University is an educational institution existing as a state agency pursuant to the statutes of the State of Missouri. At all times relevant herein, the State of Missouri, Southeast Missouri State University was a generator of hazardous substances disposed of at the Site.

156. Defendant Steuben County REMC is a rural electric co-operative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Steuben County REMC was a generator of hazardous substances disposed of at the Site.

157. Defendant Sullivan Electric Company is a corporation organized under the laws of the State of Illinois. At all times relevant herein, Sullivan Electric Company was a generator of hazardous substances disposed of at the Site.

158. Defendant Swanson-Nunn Electric Co., Inc. is a corporation organized under the laws of the State of Indiana. At all times relevant herein, Swanson-Nunn Electric Co., Inc. was a generator of hazardous substances disposed of at the Site.

159. Defendant Teamsters Local 688 Insurance and Welfare Fund is a multi-employer benefit plan, which is domiciled

in the State of Missouri and governed by the Employee Retirement Income Security Act ("ERISA"). At all times relevant herein, Teamsters Local 688 Insurance and Welfare Fund was a generator of hazardous substances disposed of at the Site.

160. Defendant Texas Eastern Products Pipeline Company is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Texas Eastern Products Pipeline Company was a generator of hazardous substances disposed of at the Site.

161. Defendant Texas Eastern Transmission Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Texas Eastern Transmission Corporation was a generator of hazardous substances disposed of at the Site.

162. Defendant Textron, Inc. is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Textron, Inc. was a generator of hazardous substances disposed of at the Site.

163. Defendant Tipmont Rural Electric Membership Corporation is a rural electric cooperative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Tipmont Rural Electric Membership Corporation was a generator of hazardous substances disposed of at the Site.

164. Defendant Toastmaster Inc. is a corporation organized under the laws of the State of Delaware. At all times

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relevant herein, Toastmaster Inc. was a generator of hazardous substances disposed of at the Site.

165. Defendant Town of Paragon is a town organized pursuant to the laws of the State of Indiana. Paragon Water Utilities is a division of the Town of Paragon. At all times relevant herein, Town of Paragon, through its division Paragon Water Utilities, was a generator of hazardous substances disposed of at the Site.

166. Defendant Tucson Electric Power Company is a corporation organized under the laws of the State of Arizona. At all times relevant herein, Tucson Electric Power Company was a generator of hazardous substances disposed of at the Site.

167. Defendant The Union County Hospital District is a municipal corporation organized pursuant to the Hospital District Law of the State of Illinois. At all times relevant herein, The Union County Hospital District was a generator of hazardous substances disposed of at the Site.

168. Defendant Union Electric Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Union Electric Company was a generator of hazardous substances disposed of at the Site.

169. Defendant Chester R. Upham, Jr. is an individual residing in the State of Texas. At all times relevant herein, Chester R. Upham, Jr. was a generator of hazardous substances disposed of at the Site.

170. Defendant Vaughn Electric Company, Inc. is a corporation organized under the laws of the State of Tennessee.

At all times relevant herein, Vaughn Electric Company, Inc. was a generator of hazardous substances disposed of at the Site.

171. Defendant Wayne County REMC is a rural electric co-operative formed pursuant to the Indiana Rural Electric Membership Corporation Act. At all times relevant herein, Wayne County REMC was a generator of hazardous substances disposed of at the Site.

172. Defendant Wayne-White Counties Electric Cooperative is a not-for-profit corporation organized pursuant to the laws of the State of Illinois. At all times relevant herein, Wayne-White Counties Electric Cooperative was a generator of hazardous substances disposed of at the Site.

173. Defendant Webster County Coal Corporation is a corporation organized pursuant to the laws of the State of Kentucky. At all times relevant herein, Webster County Coal Corporation was a generator of hazardous substances disposed of at the Site.

174. Defendant West Lake Quarry and Material Company is a corporation organized under the laws of the State of Missouri. At all times relevant herein, West Lake Quarry and Material Company was a generator of hazardous substances disposed of at the Site.

175. Defendant Westinghouse Electric Corporation is a corporation organized under the laws of the State of Pennsylvania. At all times relevant herein, Westinghouse Electric Corporation was a generator of hazardous substances disposed of at the Site.

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176. Defendant Westvaco Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Westvaco Corporation was a generator of hazardous substances disposed of at the Site.

177. Defendant Wetterau Incorporated is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Wetterau Incorporated was a generator of hazardous substances disposed of at the Site.

178. Defendant Whirlpool Corporation is a corporation organized under the laws of the State of Delaware. At all times relevant herein, Whirlpool Corporation was a generator of hazardous substances disposed of at the Site.

179. Defendant Zeller Electric, Inc. is a corporation organized under the laws of the State of Missouri. At all times relevant herein, Zeller Electric, Inc. was a generator of hazardous substances disposed of at the Site.

180. Defendant City of Cabool is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, the City of Cabool was a generator of hazardous substances disposed of at the Site.

181. Defendant City of Campbell, Missouri is a city organized and existing pursuant to the laws of the State of Missouri. At all times relevant herein, the City of Campbell, Missouri was a generator of hazardous substances disposed of at the Site.

182. Defendant City of Malden Board of Public Works is a semi-autonomous agency of the City of Malden organized under

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the laws of the State of Missouri. At all times relevant herein, the City of Malden Board of Public Works was a generator of hazardous substances disposed of at the Site.

GENERAL ALLEGATIONS

183. At all times relevant herein, each Defendant by contract, agreement, or otherwise arranged for the disposal, repair, storage and/or treatment, or arranged with a transporter for transport for disposal, repair, storage and/or treatment, of hazardous substances, specifically polychlorinated biphenyls ("PCBs") found in transformers and other electrical equipment owned or possessed by the Defendant, at the Site in the City of Cape Girardeau, County of Cape Girardeau, State of Missouri.

184. The Site occupies a 6.4 acre tract in a predominately commercial/industrial area. The Site is bounded on the north by retail and warehouse properties, on the south by a residence, commercial storage and a construction company, and on the east by a warehouse. A wetland has been identified approximately 700 feet south of the Site. The Mississippi River is situated approximately 1.6 miles east of the Site. There is one drinking well on the Site.

185. From approximately 1954 to the present, Missouri Electric Works, Inc. has purchased, sold, repaired, and remanufactured transformers, capacitors, and other electrical equipment sent to the Site by each Defendant.

186. During the operation of the Missouri Electric

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Works, Inc. business, the Site became contaminated with high levels of PCBs and other hazardous substances.

187. In 1984, the Missouri Department of Natural Resources ("MDNR") inspected the Missouri Electric Works Site and found more than 100 55-gallon drums containing PCB-contaminated oil. These drums had been used by Missouri Electric Works, Inc. to store PCB-contaminated oil which was drained from transformers and other electrical equipment sent to the Site by each Defendant. Many of these drums were leaking. Other empty drums were scattered around the Site.

188. The Site also was littered with more than 100 transformers sent to the Site by the Defendants. Some of these transformers contained PCB-contaminated oil. The oil was leaking from some of these transformers. Other transformers and electrical equipment were dismantled and discarded and buried at the Site.

189. From 1985-1990, EPA undertook removal and investigative actions pursuant to Section 104(a) and (b) of CERCLA, 42 U.S.C. § 9604(a) and (b), to define the nature and extent of contamination and to control further migration of hazardous substances from the Site.

190. From 1988-1990, potentially responsible parties ("PRPs"), including some of the Defendants, undertook additional investigations at the Site under the oversight of EPA.

191. These investigations provided additional information regarding the extent of the PCB contamination in the soils at the Site and also revealed the existence of volatile

organic compound ("VOC") and PCB contamination in the groundwater at the Site.

192. EPA determined that over 70% of the Site's surface soil was contaminated with PCBs at concentrations exceeding 10 parts per million ("ppm"). Four acres of contaminated surface soil contained PCB concentrations of at least 500 ppm. The PCB concentration in the soil at the Site was determined to be as high as 58,000 ppm. The highest off-Site concentration of PCBs was 2,030 ppm. This contamination occurred when PCB-contaminated oil in transformers and other electrical equipment sent to the Site by Defendants was spilled onto the ground.

193. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, the Site was placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on February 21, 1990. 55 Fed. Reg. 6158 (1990).

194. On September 28, 1990, after a public comment period pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, the Regional Administrator, EPA, Region VII, issued a Record of Decision ("ROD"), selecting a remedial alternative for the Site.

195. The United States has incurred costs in responding to the releases or threatened releases of hazardous substances at and/or from the Site.

LAW GOVERNING CLAIMS FOR RELIEF

196. Sections 104(a)(1) and (b) of CERCLA, 42 U.S.C. §§ 9604(a)(1) and (b), provide in pertinent part:

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104(a)(1) - Whenever (A) any hazardous substance is released or there is a substantial threat of such a release into the environment, or (B) there is a release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, the President is authorized to act, consistent with the national contingency plan, to remove or arrange for the removal of, and provide for remedial action relating to such hazardous substance, pollutant, or contaminant at any time (including its removal from any contaminated natural resource), or take any other response measure consistent with the national contingency plan which the President deems necessary to protect the public health or welfare or the environment.

* * * *

104(b) - Whenever the President is authorized to act pursuant to subsection (a) of this section, or whenever the President has reason to believe that a release has occurred or is about to occur, or that illness, disease, or complaints thereof may be attributable to exposure to a hazardous substance, pollutant, or contaminant and that a release may have occurred or be occurring, he may undertake such investigations, monitoring, surveys, testing, and other information gathering as he may deem necessary or appropriate to identify the existence and extent of the release or threat thereof, the source and nature of the hazardous substances, pollutants or contaminants involved, and the extent of danger to the public health or welfare or to the environment. In addition, the President may undertake such planning, legal, fiscal, economic, engineering, architectural, and other studies or investigations as he may deem necessary or appropriate to plan and direct response actions, to recover the costs thereof, and to enforce the provisions of this Act.

197. Section 106(a) of CERCLA, 42 U.S.C. §.9606(a), provides in pertinent part:

In addition to any other action taken by a State or local government, when the President determines that there may be an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from a facility, he may require the Attorney General of the United States to secure such relief as may be necessary to abate such danger or threat, and the district court of the United States in

the district in which the threat occurs shall have jurisdiction to grant such relief as the public interest and the equities of the case may require.

198. The President has delegated his authority under Sections 104(a), 104(b), and 106(a) of CERCLA, 42 U.S.C. §§ 9604(a), 9604(b), and 9606(a), to the Administrator of the EPA to arrange for the cleanup of hazardous waste or to conduct investigations and studies as necessary to determine the need for, and extent of, such a cleanup.

199. Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), provides in pertinent part:

Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in subsection (b) of this section -

- (1) the owner and operator of a vessel or a facility,
- (2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of,
- (3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by another party or entity and containing such hazardous substances, and
- (4) any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such person, from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance, shall be liable for -

(A) all costs of removal or remedial action incurred by the United States Government or a State or an Indian tribe not inconsistent with the national contingency plan;

(B) any other necessary costs of response incurred by any other person consistent with the national contingency plan;

(C) damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury,

destruction, or loss resulting from such a release
. . . .

FIRST CLAIM FOR RELIEF

200. The allegations in paragraphs 1 through 199 are realleged and incorporated herein by reference.

201. Each Defendant is a "person" within the meaning of Section 101(21), 42 U.S.C. § 9601(21). At all times relevant herein, each Defendant was the generator of the hazardous substances disposed of at the Site.

202. Materials disposed of at the Site include "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

203. There has been and continues to be a "release" or substantial threat of a release of such hazardous substances at the Site within the meaning of Section 101(22) of CERCLA, 42 U.S.C. §§ 9601(22) and 40 C.F.R § 300.5.

204. The Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. §§ 9601(9).

205. The President, through EPA, has determined that there may be an "imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance" from the Site within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

206. Each Defendant is subject to the provisions of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), and is liable to

perform such measures as may be necessary to abate the danger or threat posed by the Site as the public interest requires.

SECOND CLAIM FOR RELIEF

207. The allegations in paragraphs 1 through 199 and 201 through 204 are realleged and incorporated herein by reference.

208. The United States has undertaken, continues to undertake, and in the future will undertake response actions at the Site, in response to releases or threatened releases of hazardous substances, pollutants, and contaminants within the meaning of Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607.

209. As a result of the releases or threatened releases of hazardous substances from the Site, the United States has incurred and will continue to incur response costs, within the meaning of Sections 101 (23)-(25), 42 U.S.C. §§ 9601 (23)-(25), and as used in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

210. The response actions conducted by EPA are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, including any amendments thereto.

211. The United States has satisfied any and all conditions precedent to a response action and to recovery of its costs under Section 107 of CERCLA, 42 U.S.C. § 9607.

212. Each Defendant is jointly and severally liable to the United States for all costs of response actions incurred and to be incurred by the United States related to the Site pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

PRAYER FOR RELIEF

WHEREFORE, the United States requests that this Court enter judgment against each Defendant for:

(a) Such injunctive relief as may be necessary to abate the imminent and substantial danger or threat posed by the Site, including implementation of the remedial action selected in EPA's Record of Decision for the Site and any subsequent amended Record of Decision;

(b) Reimbursement of all costs the United States has incurred for responding to releases or threatened releases of hazardous substances to the date of judgment, including the costs of investigation and enforcement related to such releases and this suit, with interest;

(c) A judgment declaring each Defendant liable for all of the costs of any future actions to be taken by the United States to respond to releases or threatened releases of hazardous substances at the Site; and

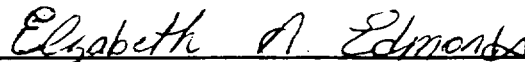
(d) Such other and further relief as the Court may deem just and proper.

MEW Site File
Break10_02279

Respectfully submitted,



~~Barry H. Nathan~~ **ROGER CLEGG**
Acting Assistant Attorney General
United States Department of Justice
Environment and Natural Resources
Division



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Trial Attorney
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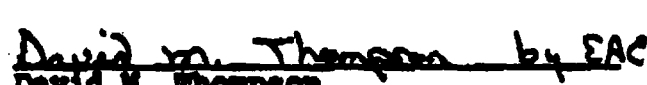
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States of America v. Union Electric Company, et al., and The State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site.

FOR THE UNITED STATES OF AMERICA


Date: 6-12-92


David M. Thompson ~~ROGER C. CLARK~~
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

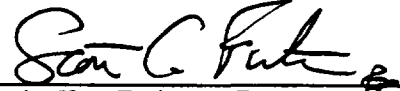

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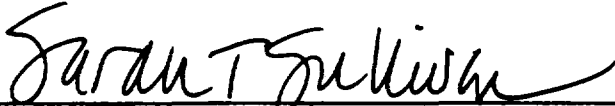
MEW Site File
Break10_02281



Herbert H. Tate, Jr.
Assistant Administrator
for Enforcement
U.S. Environmental Protection
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Morris Kay
Regional Administrator, Region VII
U.S. Environmental Protection Agency

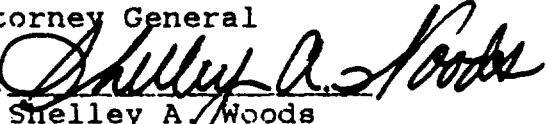


Sarah Toevs Sullivan
Assistant Regional Counsel, Region VII
U.S. Environmental Protection
Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

For The State Of Missouri

WILLIAM L. WEBSTER
Attorney General

BY:


Shelley A. Woods
Assistant Attorney General

DATE:

December 13, 1991

MISSOURI DEPARTMENT OF NATURAL RESOURCES

BY:


G. Tracy Mehan III
Director

DATE:

December 26, 1991

MEW Site File
Break10_02283

APPENDIX E
LIST OF SETTLING DEFENDANTS

6/19/92

APPENDIX E

SETTLING DEFENDANTS

NO.	NAME
1	BARRY ELECTRIC COOPERATIVE
2	BARTON COUNTY ELECTRIC COOPERATIVE
3	CENTRAL ILLINOIS PUBLIC SERVICE COMPANY (fka IL. E & G CO.)
4	CHEVRON CHEMICAL COMPANY
5	CITIZENS ELECTRIC CORPORATION
6	CITIZENS UTILITIES COMPANY
7	CITY OF CABOOL, MO
8	CITY OF FREDERICKTOWN, MO. (for CITY LIGHT & POWER)
9	CITY OF JACKSON, MO
10	CITY OF SIKESTON, MO
11	COSTAIN COAL, INC. (successor to PYRO MINING COMPANY)
12	EVANSVILLE ELECTRIC & MANUFACTURING CO., INC.
13	E.I. DUPONT DE NEMOURS & COMPANY
14	FARMERS' ELECTRIC COOPERATIVE, INC.
15	FLORIDA POWER CORPORATION
16	HANCOCK COUNTY REMC
17	KAGMO ELECTRIC MOTOR CO.
18	KAISER ALUMINUM & CHEMICAL CORPORATION
19	MARATHON OIL COMPANY
20	MENARD ELECTRIC COOPERATIVE
21	MISSISSIPPI LIME CO.
22	MJM ELECTRIC COOPERATIVE, INC.
23	MORGAN COUNTY REMC
24	NEW ENGLAND POWER SERVICE CO.
25	NEW MAC ELECTRIC COOPERATIVE, INC.
26	PEMISCOT DUNKLIN ELECTRIC COOP
27	RALSTON PURINA COMPANY
28	RICHARDS ELECTRIC MOTOR CO.
29	SACHS ELECTRIC COMPANY
30	SIEMENS ENERGY & AUTOMATION, INC. (for REMS)
31	SOUTHERN ILLINOIS ELECTRIC COOP
32	ST. JOE MINERALS CORP.
33	SWANSON-NUNN ELECTRIC CO., INC
34	THE BOC GROUP, INC.
35	THE PITTSBURGH & MIDWAY COAL MINING CO.
36	TOASTMASTER INC.
37	UNION ELECTRIC COMPANY
38	VERNON BAGWELL
39	WAYNE COUNTY REMC
40	WAYNE-WHITE COUNTIES ELECTRIC COOPERATIVE

MEW Site File
Break10_02285

APPENDIX F

**LIST OF SOIL DE MINIMIS SETTLING DEFENDANTS
AND THEIR ALLOCATIONS**

4/30/92

APPENDIX F

LIST OF SOIL DE MINIMIS SETTLING DEFENDANTS

						* REQUIRED *	* OPTIONAL *
NO.	NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
1	BULL MOOSE TUBE COMPANY	2	0.0021694140	\$75,107.18	\$7,961.40	\$67,145.78	\$2,413.32
2	CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.0014478420	\$50,125.67	\$1,000.00	\$49,125.67	\$1,610.62
3	CITY OF CARM, IL	2	0.0017070437	\$59,099.47	\$3,511.31	\$55,588.16	\$1,898.97
4	CITY OF JACKSONVILLE, IL (for CITY L & P)	2	0.0016571555	\$57,372.30	\$2,737.50	\$54,634.80	\$1,843.47
5	CITY OF SEYMOUR, MO	1	0.0002928003	\$7,713.32	\$1,000.00	\$6,713.32	\$325.72
6	DUGGER ELECTRIC EQUIPMENT CO.	1	0.0012128036	\$31,949.27	\$1,188.17	\$30,761.10	\$1,349.16
7	ELECTRIC PLANT BOARD, CITY OF MAYFIELD, KY	1	0.0004032484	\$10,622.90	\$1,132.88	\$9,490.02	\$448.59
8	HIMMELBERGER HARRISON CO., INC.	2	0.0002546684	\$8,816.86	\$1,000.00	\$7,816.86	\$283.30
9	INDEPENDENT ELECTRIC MACHINERY CO.	2	0.0017713080	\$61,324.39	\$5,300.56	\$56,023.83	\$1,970.46
10	KOERNER ELECTRIC MOTORS OF INDIANA INC.	2	0.0003122620	\$10,810.82	\$1,364.21	\$9,446.61	\$347.37
11	MILLSTONE CONSTRUCTION, INC. (dba KNOBEL-REDMAN CONSTR. CO.)	2	0.0014096016	\$48,801.75	\$1,000.00	\$47,801.75	\$1,568.08
12	MOBIL OIL CORPORATION	1	0.0012504583	\$32,941.22	\$1,525.75	\$31,415.47	\$1,391.05
13	MOUNT CARMEL PUBLIC UTILITY CO.	1	0.0009272696	\$24,427.36	\$2,500.00	\$21,927.36	\$1,031.52
14	PET INCORPORATED	1	0.0011355636	\$29,914.51	\$2,225.00	\$27,689.51	\$1,263.24
15	SCOTT-NEW MADRID-MISSISSIPPI ELECTRIC COOP.	1	0.0037505723	\$98,802.51	\$13,335.90	\$85,466.61	\$4,172.25
16	ST. LOUIS STEEL CASTING INC.	1	0.0019196107	\$50,568.91	\$3,841.87	\$46,727.04	\$2,135.43
17	TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION	1	0.0034765777	\$91,584.58	\$7,688.55	\$83,896.03	\$3,867.45
18	VAUGHN ELECTRIC COMPANY, INC.	2	0.0000597357	\$2,068.10	\$1,000.00	\$1,068.10	\$66.45
19	WESTINGHOUSE ELECTRIC CORPORATION	1	0.0015102890	\$39,786.02	\$3,900.00	\$35,886.02	\$1,680.09
20	WHIRLPOOL CORPORATION	1	0.0012059927	\$31,769.85	\$1,181.50	\$30,588.35	\$1,341.58
21	ZELLER ELECTRIC, INC.	2	0.0007212964	\$24,971.96	\$1,413.30	\$23,558.66	\$802.39
				\$848,578.95	\$65,807.90	\$782,771.05	\$31,810.51

APPENDIX G

**LIST OF SOIL AND GROUNDWATER
DE MINIMIS SETTLING DEFENDANTS
AND THEIR ALLOCATIONS**

6/19/92
Page 1

APPENDIX G

LIST OF SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

NO.	NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED *	* OPTIONAL *
						PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
1	ABSORBENT CLAY PRODUCTS, INC.	2	0.0000027113	\$2,000.00	\$1,000.00	\$1,000.00	\$3.02
2	ACME ELECTRIC CO., INC.	3	0.0001623752	\$20,068.42	\$0.00	\$20,068.42	\$180.63
3	ALLIED-SIGNAL INC. (for ALLIED CHEMICAL fka MINERVA OIL)	1	0.0007176091	\$44,887.63	\$1,406.07	\$43,481.56	\$798.29
4	ALUMINUM COMPANY OF AMERICA (WARRICK OPERATIONS)	1	0.0001868638	\$11,688.64	\$1,000.00	\$10,688.64	\$207.87
5	AMERICAN CHARCOAL COMPANY (MICHIGAN)	2	0.0000979327	\$8,118.50	\$1,000.00	\$7,118.50	\$108.94
6	AMERICAN FAMILY BROADCAST GROUP, INC. (for KFVS-TV) -- with GERALDINE F. HIRSCH						
7	ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	1	0.0002680297	\$16,765.70	\$1,000.00	\$15,765.70	\$298.16
8	ARIENS COMPANY	2	0.0005658405	\$46,907.46	\$1,108.70	\$45,798.76	\$629.46
9	A. P. GREEN INDUSTRIES, INC.	1	0.0000216905	\$1,500.00	\$1,000.00	\$500.00	\$24.13
10	BEAZER EAST, INC. (fka KOPPERS)	1	0.0004487768	\$28,071.73	\$1,000.00	\$27,071.73	\$499.23
11	BELCHER ELECTRIC, INC.	2	0.0000216905	\$2,000.00	\$1,000.00	\$1,000.00	\$24.13
12	BLACK RIVER ELECTRIC COOPERATIVE	1	0.0010923344	\$68,327.32	\$2,140.30	\$66,187.02	\$1,215.15
13	BOONE ELECTRIC COOPERATIVE	1	0.0000107151	\$1,500.00	\$1,000.00	\$500.00	\$11.92
14	BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	2	0.0005162777	\$42,798.76	\$1,000.03	\$41,798.73	\$574.32
15	BROWN & ROOT, INC.	1	0.0000937898	\$5,866.71	\$1,000.00	\$4,866.71	\$104.33
16	BURLINGTON NORTHERN RAILROAD COMPANY (fka FRISCO Rwy.)	2	0.0000312560	\$2,591.09	\$1,000.00	\$1,591.09	\$34.77
17	CHESTER R. UPHAM, JR.	2	0.0000728801	\$6,041.67	\$1,000.00	\$5,041.67	\$81.07
18	CITY OF CAIRO, ILLINOIS	1	0.0038576584	\$241,302.89	\$6,865.37	\$234,437.52	\$4,291.38
19	CITY OF CAMPBELL, MO	1	0.0000422965	\$2,645.71	\$1,000.00	\$1,645.71	\$47.05
20	CITY OF CASEY, IL	1	0.0007409481	\$46,347.53	\$1,566.00	\$44,781.53	\$824.25
21	CITY OF CHARLESTON, MO (for HOUSING AUTH.-CHARLESTON, MO)	2	0.0000738779	\$6,124.39	\$1,000.00	\$5,124.39	\$82.18
22	CITY OF FARMINGTON, MO	1	0.0005950793	\$37,223.20	\$2,500.00	\$34,723.20	\$661.98
23	CITY OF HIGGINSVILLE, MO	2	0.0003099358	\$25,693.29	\$1,000.00	\$24,693.29	\$344.78
24	CITY OF HOUSTON, MO	2	0.0002949910	\$24,454.38	\$1,000.00	\$23,454.38	\$328.16
25	CITY OF JEFFERSON, MO	1	0.0001271715	\$7,954.79	\$1,000.00	\$6,954.79	\$141.47
26	CITY OF MADISONVILLE, KY	1	0.0006452929	\$40,364.13	\$1,000.00	\$39,364.13	\$717.84
27	CITY OF MALDEN, MO BOARD OF PUBLIC WORKS	3	0.0001104264	\$13,647.92	\$0.00	\$13,647.92	\$122.84
28	CITY OF OWENSVILLE, MO (for OWENSVILLE MUNICIPAL UTILITIES)	2	0.0006344476	\$52,594.90	\$1,243.12	\$51,351.78	\$705.78
29	CITY OF RICHMOND, IN (for RICHMOND POWER & LIGHT)	1	0.0000412120	\$2,577.88	\$1,000.00	\$1,577.88	\$45.85
30	CITY OF SALEM, MO	1	0.0007492989	\$46,869.88	\$2,131.00	\$44,738.88	\$833.54
31	CITY OF SHELBYNA, MO	1	0.0001510311	\$9,447.25	\$1,000.00	\$8,447.25	\$168.01
32	CITY OF STEELVILLE, MO	1	0.0004663244	\$29,169.37	\$2,500.00	\$26,669.37	\$518.75
33	CITY OF ST. JAMES, MO (for ST. JAMES MUNICIPAL UTILITIES)	1	0.0012271844	\$76,762.41	\$2,404.52	\$74,357.89	\$1,365.16
34	CITY OF THAYER, MO	1	0.0001605098	\$10,040.15	\$1,000.00	\$9,040.15	\$178.56
35	CLINTON COUNTY ELECTRIC COOPERATIVE, INC.	1	0.0001979260	\$12,380.60	\$1,000.00	\$11,380.60	\$220.18
36	COLUMBIA QUARRY CO. dba CHARLES STONE CO.	2	0.0000141422	\$2,000.00	\$1,000.00	\$1,000.00	\$15.73
37	CONSOLIDATED ALUMINUM CORPORATION	2	0.0000826409	\$6,850.82	\$1,000.00	\$5,850.82	\$91.93
38	DAMSON OIL CORPORATION	2	0.0000931391	\$7,721.11	\$1,000.00	\$6,721.11	\$103.61
39	DAVISS-MARTIN COUNTY REMC	1	0.0010559811	\$66,053.36	\$2,721.61	\$63,331.75	\$1,174.71
40	DECATUR INDUSTRIAL ELECTRIC, INC.	1	0.0012956040	\$81,042.21	\$5,699.99	\$75,342.22	\$1,441.27
41	DELMARVA POWER & LIGHT COMPANY	1	0.0002914772	\$18,232.38	\$1,000.00	\$17,232.38	\$324.25
42	EAST PERRY LUMBER COMPANY	1	0.0001434394	\$8,972.37	\$1,000.00	\$7,972.37	\$159.57
43	ELECTRIC SUPPLY CO. INC.	1	0.0000168102	\$1,500.00	\$1,000.00	\$500.00	\$18.70
44	ESSELTE PENDAFLEX CORPORATION	1	0.0000353555	\$2,211.55	\$1,000.00	\$1,211.55	\$39.33
45	ESSEX GROUP, INC.	1	0.0000144242	\$1,500.00	\$1,006.65	\$493.35	\$16.05
46	FLORIDA ROCK INDUSTRIES, INC.	1	0.0002565554	\$16,047.96	\$1,000.00	\$15,047.96	\$285.40

6/19/92
Page 2

APPENDIX G

LIST OF SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

NO.	NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED *	* OPTIONAL *
						PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
47	FULTON COUNTY REMC	1	0.0001468665	\$9,186.74	\$2,500.00	\$6,686.74	\$163.38
48	GENERAL CABLE CORPORATION (for PENN CENTRAL CORP.)	2	0.0006323003	\$52,416.88	\$1,238.92	\$51,177.96	\$703.39
49	GENERAL ELECTRIC COMPANY	1	0.0002657088	\$16,620.53	\$1,000.00	\$15,620.53	\$295.58
50	GENERAL IRON & SALVAGE CO., INC.	3	0.0001605098	\$19,837.87	\$0.00	\$19,837.87	\$178.56
51	GERALDINE F. HIRSCH (for KFVS-TV)	1	0.0021023533	\$131,505.67	\$4,119.31	\$127,386.36	\$2,338.72
52	GOLD FIELDS AMERICAN CORPORATION (fka AMERICAN LIMESTONE CO.)	1	0.0000594537	\$3,718.93	\$3,690.00	\$28.93	\$66.14
53	GUNTHER-NASH MINING CONSTR. CO.	2	0.0003991055	\$33,085.34	\$2,000.00	\$31,085.34	\$443.98
54	HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.	1	0.0005449525	\$34,087.68	\$2,700.00	\$31,387.68	\$606.22
55	HARRIS TRUCK & TRAILER SALES, INC.	3	0.0000335118	\$4,141.83	\$0.00	\$4,141.83	\$37.28
56	HOUSING AUTHORITY OF JOHNSON COUNTY, IL	2	0.0003253578	\$26,971.75	\$1,000.00	\$25,971.75	\$361.94
57	HOWELL-OREGON ELECTRIC COOP., INC.	1	0.0011975117	\$74,906.33	\$4,556.21	\$70,350.12	\$1,332.15
58	H-J ENTERPRISES, INC.	2	0.0008166480	\$67,699.08	\$1,000.00	\$66,699.08	\$908.46
59	INGRAM BARGE COMPANY	2	0.0000227750	\$2,000.00	\$1,000.00	\$1,000.00	\$25.34
60	INTERLAKE PACKAGING CORPORATION	1	0.0004706842	\$29,442.07	\$1,000.00	\$28,442.07	\$523.60
61	ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	2	0.0005190974	\$43,032.52	\$1,017.11	\$42,015.41	\$577.46
62	JADER FUEL CO., INC. (for EMPIRE DOCK)	2	0.0005294700	\$43,892.46	\$1,506.62	\$42,385.84	\$589.00
63	JAMES F. HIRSCH (for KFVS-TV) -- with GERALDINE F. HIRSCH						
64	JEFFERSON SMURFIT CORPORATION (for SHAMNEE WOODCHIPS)	2	0.0002623685	\$21,750.01	\$1,000.00	\$20,750.01	\$291.87
65	JIM SMITH CONTRACTING CO., INC.	1	0.0011316810	\$70,788.51	\$2,217.39	\$68,571.12	\$1,258.92
66	KBOA, INC.	2	0.0000760470	\$6,304.19	\$1,000.00	\$5,304.19	\$84.60
67	KLEIN ARMATURE WORKS, INC.	1	0.0001060449	\$6,633.29	\$1,000.00	\$5,633.29	\$117.97
68	KOPF ELECTRIC MOTOR SERVICE, INC.	3	0.0000592151	\$7,318.57	\$0.00	\$7,318.57	\$65.87
69	LOGAN COUNTY COOPERATIVE POWER AND LIGHT ASSOCIATION, INC.	1	0.0000385874	\$2,413.70	\$1,000.00	\$1,413.70	\$42.93
70	LOURY ELECTRIC COMPANY	2	0.0006291551	\$52,156.16	\$1,000.00	\$51,156.16	\$699.89
71	MAGNETEK INC.	1	0.0005400939	\$33,783.77	\$2,044.68	\$31,739.09	\$600.82
72	MARJORIE H. DEIMUND (for KFVS-TV) -- with GERALDINE F. HIRSCH						
73	MCCARTHY BROTHERS COMPANY	1	0.0000672189	\$4,204.66	\$1,000.00	\$3,204.66	\$74.78
74	MFA INCORPORATED	1	0.0000710798	\$4,446.16	\$1,000.00	\$3,446.16	\$79.07
75	MIDWEST ELECTRIC, INC.	1	0.0000140988	\$1,500.00	\$1,044.01	\$455.99	\$15.68
76	MISSOURI BARGE LINE COMPANY, INC.	2	0.0000312560	\$2,591.09	\$1,000.00	\$1,591.09	\$34.77
77	MISSOURI DRY DOCK AND REPAIR COMPANY, INC.	2	0.0001680147	\$13,928.21	\$1,000.00	\$12,928.21	\$186.90
78	MISSOURI PORTLAND CEMENT COMPANY	1	0.0016105209	\$100,740.74	\$3,500.01	\$97,240.73	\$1,791.59
79	NL INDUSTRIES, INC.	1	0.0003014114	\$18,853.78	\$1,000.00	\$17,853.78	\$335.30
80	NORTH CENTRAL MISSOURI ELECTRIC COOPERATIVE	1	0.0000103030	\$1,500.00	\$1,000.00	\$500.00	\$11.46
81	OSCAR C. HIRSCH (for KFVS-TV) -- with GERALDINE F. HIRSCH						
82	OTIS ELEVATOR COMPANY	2	0.0001979260	\$16,407.81	\$1,000.00	\$15,407.81	\$220.18
83	PARAGOULD LIGHT & WATER COMMISSION (ARK)	1	0.0005822385	\$36,419.98	\$2,500.00	\$33,919.98	\$647.70
84	PAUL OBERMAN AND COMPANY	1	0.0015282920	\$95,597.19	\$2,998.93	\$92,598.26	\$1,700.12
85	PEABODY COAL COMPANY	1	0.0025608700	\$160,186.66	\$2,729.65	\$157,457.01	\$2,848.79
86	PHILLIPS PETROLEUM COMPANY	1	0.0007776050	\$48,640.47	\$1,481.68	\$47,158.79	\$865.03
87	PLIBRICO COMPANY	2	0.0008790299	\$72,870.46	\$1,000.00	\$71,870.46	\$977.86
88	PSI ENERGY, INC. (fka PUBLIC SERVICE CO. OF INDIANA)	1	0.0007619662	\$47,662.24	\$1,000.00	\$46,662.24	\$847.63
89	PULASKI COUNTY HOUSING AUTHORITY	2	0.0003226898	\$26,750.58	\$1,000.00	\$25,750.58	\$358.97
90	PUROLATOR PRODUCTS NA, INC. (for FACET AUTOMOTIVE)	1	0.0001667350	\$10,429.55	\$2,355.00	\$8,074.55	\$185.48
91	QUINCY SOYBEAN COMPANY	2	0.0006220730	\$51,569.12	\$2,432.06	\$49,137.06	\$692.01
92	RATNJE ENTERPRISES, INC. (for BODINE ELEC. OF DECATUR, INC.)	2	0.0014256092	\$118,181.20	\$9,506.66	\$108,674.54	\$1,585.89

6/19/92
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APPENDIX G

LIST OF SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

NO.	NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED *	* OPTIONAL *
						PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
93	ROBERT O. HIRSCH (for KFVS-TV) -- with GERALDINE F. HIRSCH	1	0.0009970046	\$62,364.28	\$2,500.00	\$59,864.28	\$1,109.10
94	RURAL ELECTRIC CONVENIENCE COOPERATIVE COMPANY	1	0.0010741578	\$67,190.34	\$2,500.00	\$64,690.34	\$1,194.93
95	SAC OSAGE ELECTRIC COOPERATIVE, INC.	3	0.0000261371	\$4,000.00	\$0.00	\$4,000.00	\$29.08
96	SAM TANKSLEY TRUCKING COMPANY	1	0.0001379951	\$8,631.82	\$1,161.18	\$7,470.64	\$153.51
97	SANDNER ELECTRIC COMPANY	2	0.0000791704	\$6,563.13	\$1,000.00	\$5,563.13	\$88.07
98	SOUTHERN ILLINOIS MATERIALS COMPANY	1	0.0011063248	\$69,202.44	\$2,167.71	\$67,034.73	\$1,230.71
99	STATE OF MISSOURI, DEPT. OF MENTAL HEALTH (for SE MO MH CTR.)	2	0.0003569608	\$29,591.60	\$1,000.00	\$28,591.60	\$397.09
100	STATE OF MISSOURI, SOUTHEAST MISSOURI STATE UNIVERSITY	1	0.0000336203	\$2,103.01	\$2,500.00	(\$396.99)	\$37.40
101	ST. LOUIS UNIVERSITY	1	0.0000989521	\$6,189.62	\$1,000.00	\$5,189.62	\$110.08
102	SULLIVAN ELECTRIC COMPANY	2	0.0005303982	\$43,969.34	\$1,000.00	\$42,969.34	\$590.03
103	S.D.I. OPERATING PARTNERS L.P. dba PHILIPS & COMPANY	1	0.0022554884	\$141,084.51	\$2,209.70	\$138,874.81	\$2,509.07
104	TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	1	0.0001759969	\$11,008.90	\$1,000.00	\$10,008.90	\$195.78
105	TEXAS EASTERN PRODUCTS PIPELINE COMPANY	1	0.0007528561	\$47,092.39	\$1,502.84	\$45,589.55	\$837.50
106	TEXAS EASTERN TRANSMISSION CORPORATION	1	0.0000040561	\$1,500.00	\$4,542.16	(\$3,042.16)	\$4.51
107	TEXTRON, INC. (for BURKHART FOAM)	2	0.0001109687	\$9,199.17	\$1,000.00	\$8,199.17	\$123.44
108	THE ANNA-JONESBORO WATER COMMISSION	3	0.0000569593	\$7,039.76	\$0.00	\$7,039.76	\$63.36
109	THE DOW CHEMICAL COMPANY	1	0.0000189358	\$1,500.00	\$1,000.00	\$500.00	\$21.06
110	THE L.E. MYERS CO. GROUP	1	0.0000141422	\$1,500.00	\$1,000.00	\$500.00	\$15.73
111	THE UNION COUNTY HOSPITAL DISTRICT	1	0.0002789184	\$17,446.81	\$1,000.00	\$16,446.81	\$310.28
112	TOWN OF PARAGON, IN (for PARAGON WATER UTILITIES)	2	0.0000976941	\$8,098.72	\$1,000.00	\$7,098.72	\$108.68
113	TUCSON ELECTRIC POWER COMPANY	2	0.0015676170	\$129,953.47	\$1,535.78	\$128,417.69	\$1,743.86
114	WEBSTER COUNTY COAL	1	0.0013339668	\$83,441.82	\$2,613.75	\$80,828.07	\$1,483.94
115	WEST LAKE QUARRY & MATERIAL COMPANY	3	0.0000090016	\$4,000.00	\$0.00	\$4,000.00	\$10.01
116	WESTVACO CORPORATION	3	0.0000612757	\$7,573.24	\$0.00	\$7,573.24	\$68.16
117	WETTERAU INC.	1	0.0000694747	\$4,345.75	\$1,000.00	\$3,345.75	\$77.29
				\$3,607,629.96	\$173,664.72	\$3,433,965.24	\$58,349.68

APPENDIX H

SETTLING FEDERAL AGENCIES

Settling Federal Agencies: Department of the Air Force
 Department of the Army
 Defense Logistics Agency

Settling Federal Agencies' Responsibility Units:

Department of the Air Force:	4,015.95
Department of the Army:	10,446.50
Defense Logistics Agency:	9,798.47
Total Settling Federal	
Agency RU:	24,260.92

Settling Federal Agencies' effective share
of Responsibility Units sent to the Site: 5.2623189

Paragraph 107(i), Settling Federal Agencies'
payment amount for MEWSC costs through
October 31, 1991: \$63,283.61

Paragraph 107(ii), Settling Federal Agencies'
payment amount for estimated costs for
which Settling Defendants' are responsible
under this Consent Decree: \$1,313,722.84

Total Payment to be made by the United States
on behalf of the Settling Federal Agencies
under Paragraph 107: \$1,377,006.45

APPENDIX I

MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

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EXHIBITS

- A: List of Donors
- B: List of De Minimis Settling Defendants
- C: List of Settling Federal Agencies
- D: Cost Allocation Formula
- E: List of Donors comprising the Executive Committee
- F: Schedule of Trustee's Compensation

MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

This Agreement, made and entered into as of the ____ day of _____, 199__, is by and among the parties listed on Exhibit A hereto (the "Donors") and Mercantile Bank of St. Louis, N.A. (the "Trustee").

WHEREAS, the United States and the State of Missouri filed Complaints against the Settling Defendants (comprising the "Donors" hereunder), the Soil De Minimis Settling Defendants, and the Soil and Groundwater De Minimis Settling Defendants (all three groups of defendants to be known collectively as the "Defendants") in United States District Court for the Eastern District of Missouri, alleging causes of action under federal and state law, respectively, arising out of transactions between the respective Defendants and Missouri Electric Works, Inc. ("MEW") located in Cape Girardeau, Missouri, which resulted in the soil and groundwater at and near MEW (the "Site") becoming contaminated with hazardous substances; and,

WHEREAS, the Defendants have entered into a Consent Decree with the United States, including the Settling Federal Agencies, and the State of Missouri to settle certain of the allegations in the Complaints, which Consent Decree has been entered by the United States District Court for the Eastern District of Missouri; and,

WHEREAS, the Consent Decree provides for (1) remedial design/remedial action in connection with the Site to treat contaminated surface and subsurface soils, and (2) design investigation of groundwater contamination at the Site, which remedial design work and remedial action and groundwater design investigation activities, along with all the other activities the Donors are required to perform under the Consent Decree (excluding activities required by

Section XXVIII (Retention of Records) of the Consent Decree), are referred to hereinafter as the "Work"; and,

WHEREAS, the Defendants desire to establish a trust to facilitate the receipt and expenditure of funds in connection with the Work; and,

WHEREAS, pursuant to the Consent Decree, within thirty (30) days after entry of the Consent Decree, each Soil De Minimis Settling Defendant and Soil and Groundwater De Minimis Settling Defendant is required to deliver to the Trustee the funds described in Exhibit B hereto; and,

WHEREAS, pursuant to the Consent Decree, within a reasonable period of time after entry of the Consent Decree, the United States, on behalf of the Settling Federal Agencies, is required to deliver to the Trustee the funds described in Exhibit C hereto; and,

WHEREAS, the Donors anticipate that the Hazardous Substance Superfund ("Superfund") will reimburse certain costs of the design and construction of the Remedial Action and the design investigation of the groundwater as are approved for reimbursement from the Superfund according to the schedule set forth in the Preauthorization Decision Document, attached to the Consent Decree as Appendix D; and,

WHEREAS, the Donors anticipate contributing funds from time to time to the trust fund established hereunder in order to effectuate the purposes of the Consent Decree; and,

WHEREAS, the Donors anticipate undertaking mutually beneficial activities in addition to the Work, including prosecuting and defending cost recovery and contribution lawsuits and other litigation and paying stipulated penalties pursuant to the Consent Decree (collectively, the

"Activities"), and wish to fund such Activities through the trust fund by means of contributions by Donors to the trust fund and payments received from settlements and judgments in such litigation; and

WHEREAS, the Donors desire that all such funds together constitute a separate and distinct trust fund, to be held and administered by the Trustee for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

NAME, PURPOSE AND ACCEPTANCE OF TRUST

1.01 Name of Trust. The funds received by the Trustee from the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, and any other source, together with the interest and income thereon, shall be known as the MEW Site Trust Fund (the "Trust Fund").

1.02 Trust Fund Purposes. The purposes of the Trust Fund are to: (a) Enable the Defendants and Settling Federal Agencies to fulfill their obligations under the Consent Decree; and (b) enable the Donors to undertake the Activities. All such costs and expenses, as well as the costs of administering the Trust Fund, are to be paid in accordance with this Agreement. Pursuant to Sections 5.04, 6.04, and 7.01, the Trustee shall account for the receipts and

payments in connection with the Activities separately, by Donor, from all other receipts and payments, although the Trustee may commingle such funds while holding and investing them.

1.03 Acceptance of Trust. The Trustee hereby accepts the trust, duties, obligations, and requirements specifically imposed on it by this Agreement and agrees to carry out and perform, punctually, such duties, obligations, and requirements for the benefit and on behalf of the Donors as set forth in this Agreement. No implied duties, obligations, or requirements will be read into this Agreement against the Trustee.

1.04 Effective Date. This Agreement shall be effective on the effective date of the Consent Decree. At such time, each Settling Defendant under the Consent Decree who has submitted a signature page to this Agreement and has signed the Consent Decree shall be deemed to be a Donor under this Agreement and shall be fully bound by its terms.

ARTICLE II

THE TRUST FUND

2.01 Trust Fund and Donors' Obligations. The Trust Fund shall consist of the monies (a) paid by the Defendants, (b) paid by the United States on behalf of the Settling Federal Agencies, (c) received in reimbursement from the Superfund pursuant to the Consent Decree, (d) received from any other source, and (e) all interest and income earned on such monies. All payments that the Donors are required to make shall be made in such proportionate installments and at such times as the Trustee shall direct as provided in Section 2.02. Pursuant to Section

7.03, the Donors retain an obligation to insure that the Trust Fund has sufficient assets to assure the uninterrupted progress and timely completion of the Work pursuant to the Consent Decree.

The Trustee shall be governed by the terms of this Agreement in receiving and directing payments.

2.02 Additions to Trust Fund. Within thirty (30) days of the effective date of this Agreement, Donors shall pay into the Trust Fund funds that, together with funds paid into the Trust Fund by the Soil De Minimis Settling Defendants and Soil and Groundwater De Minimis Settling Defendants and any funds paid by the United States on behalf of the Settling Federal Agencies, are sufficient to pay for Donors' obligations for the first ninety (90) days after the effective date.

The Trustee shall make demands in writing upon the Donors for additional contributions to the Trust Fund in amounts determined from the cash flow projections prepared pursuant to Section 7.02 below to satisfy the two purposes of this Trust as set forth in Section 1.02. If a demand is made to satisfy both purposes of this Trust, such demand shall specify separately the amount needed to satisfy each purpose. When such calls for additional payments are made, each Donor's additional contribution shall be in the same proportion as its RU bears to the RU held collectively by all the non-defaulting Donors. A defaulting Donor is one who fails to make proper payment pursuant to this Agreement. "RU" means the responsibility units allocated to each Donor pursuant to the Cost Allocation Formula, which is attached to this Agreement as Exhibit D. The RU allocated to each Donor appears in Exhibit A hereto. The Donors may revise the RU allocated to the Donors from time to time, as they may mutually agree.

The Donors agree by their execution of this Agreement to satisfy all such future calls upon them for contribution to the Trust Fund within forty-five (45) days of receipt of such written demand. In the event that any Donor fails to make such additional payment or contribution required by this Agreement, the other Donors shall each pay an additional amount to satisfy the defaulting Donor's payment, in the same proportions as their respective RU bears to the RU held by the non-defaulting Donors.

In addition to the Trustee, a majority of the Donors shall have the right to enforce this Agreement against any Donor who fails to make payments or contributions required by this Agreement, and to pursue any other applicable remedies against such Donor. Default may be cured by the payment or contribution by the defaulting Donor of all amounts assessed against it hereunder and then due, together with interest as provided in Section 2.03. Non-defaulting Donors shall have contribution rights, including the right to reasonable attorneys' fees, against defaulting Donors.

2.03 Interest Obligations of Donors. Pursuant to Section 1.02, payments and contributions to the Trust Fund are due no later than forty-five (45) days after receipt of written demand from the Trustee. No interest shall accrue during such forty-five (45) day period. Beginning on the first day after the due date, interest shall accrue at the prime rate, as determined by the Trustee, plus five percent (5%), but not to exceed the maximum allowed by law.

ARTICLE III

EXECUTIVE COMMITTEE AND PROJECT TEAM

3.01 Executive Committee. In recognition of the complexity of the Work and the professional expertise required to supervise and coordinate the Work, the Executive Committee (the "Committee") shall represent the Donors in the day-to-day transactions regarding the Work. The Committee shall be comprised of one representative from each of the Donors listed in Exhibit E hereto.

3.02 Rules of the Committee. The Committee shall determine the rules by which it shall perform its duties under this Agreement. The Committee may permit voting by proxy, meetings by telephone, and such other procedures as the Committee members shall decide in their discretion are appropriate. In all matters, the decision of a majority of the Committee members voting on an issue shall control.

3.03 Authority of the Committee. The Donors hereby authorize, and the Trustee hereby delegates the power and duty to, the Committee to take all such action as the Committee deems necessary or appropriate for the supervision and coordination of the Work and the initiation, supervision, and disposition of any Activities. The Committee shall report to the Donors in writing from time to time such of its decisions, actions, and recommendations so as to keep the Donors reasonably informed of all relevant matters.

3.04 Project Team. The Committee shall be authorized to designate and employ such persons as the Committee, in its discretion, deems necessary or appropriate to effectuate the purposes of the Consent Decree, including without limitation, contractors, a technical

subcommittee of the Committee, engineers, technicians, clerks, agents, accountants, and counsel (such personnel being hereinafter collectively referred to as the "Project Team"). The responsibilities of the Project Team shall include, without limitation: (a) Monitoring, coordinating and implementing the Work; (b) certifying or verifying, as appropriate, the satisfactory progress of the Work; (c) certifying or verifying, as appropriate, the proper completion of the activities for which payment is sought pursuant to Section 5.02 hereof; (d) preparing invitations for bids or requests for proposals; (e) advising on selection of contractors and subcontractors, on management of change orders, and on settlement of protests, claims disputes and other related procurement matters so as to assure that the Work is performed in accordance with the Consent Decree; (f) preparing financial reports that include cash flow projections pursuant to Section 7.02(b) and such other reports and plans as may be required by the Consent Decree; (g) coordinating communication regarding the progress of the Work among the parties hereto and, where necessary or required by the Consent Decree, the United States and the State; and, (h) overseeing the performance of the daily activities during the Work. The Committee shall have the absolute right to dismiss any personnel of the Project Team for any reason, with or without cause.

ARTICLE IV

RETENTION OF PROFESSIONAL AND OTHER SERVICES

4.01 Accountants. The Trustee may, with the concurrence of the Committee, employ an independent certified public accounting firm to perform auditing and accounting services for

the Trust Fund (the "Accountants"). Such services may include, without limitation: (a) Maintaining the books of records and accounts and preparing the reports pursuant to Article VII hereof; (b) auditing invoices submitted pursuant to Sections 5.02 and 5.03 hereof, and claims submitted by or to the United States; and, (c) advising the Trustee as to the payment of the audited invoices and claims.

4.02 Contractors. The Trustee shall, with the concurrence of the Committee, enter into contracts on behalf of the Donors with such persons (the "Contractors") selected by the Committee in accordance with the procedures specified in the Consent Decree to undertake and complete the Work.

4.03 Retention and Removal of Other Professional and Employee Services. The Trustee may, with the concurrence of the Committee: (a) Employ such attorneys, accountants, custodians, engineers, contractors, clerks, investment counsel, and agents or employees (including any firm or entity in which it may have an interest) as it deems necessary or appropriate to implement the purposes of this Agreement; and, (b) make such payments therefor as it shall deem reasonable.

ARTICLE V

PAYMENTS OF TRUST FUND

5.01 Payments Pursuant to Consent Decree. In the event that the Donors should become liable for the payment of penalties or other costs related to or in consequence of the Consent

Decree, the Trustee shall make such payments only upon the receipt of written direction from the Committee.

5.02 Payment of Costs of the Work. The Contractors and Project Team shall submit invoices to the Trustee for the fees and expenses of performing the Work and implementing the other purposes of this Agreement. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof, of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to the Contractors or Project Team.

5.03 Payment of Costs of the Activities. Attorneys, expert witnesses, and other persons retained by the Committee to assist the Committee in connection with the Activities shall submit invoices to the Trustee for their fees and expenses incurred in providing such assistance. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof, of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to such persons.

5.04 Payment of Funds Recovered from Certain Parties. Funds recovered from certain parties who did not participate in the Consent Decree shall be paid out to certain Defendants as provided in Appendix J to the Consent Decree (Description of how Money Recovered from Certain Parties will be Shared among the Settling Defendants and the Soil De Minimis Settling Defendants). Except as expressly provided in this Section and such Appendix J, no party except

a Donor shall have any beneficial interest in this Trust, its income, or corpus, and shall have no reversionary interest of any sort in this Trust.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers with respect to the Trust Fund, which powers shall be exercised in a fiduciary capacity, in the best interests of the Trust Fund and the beneficiaries thereof, and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay reasonable charges, taxes, and expenses upon or connected with this Trust or the Trust Fund in the discharge of its fiduciary obligations under this Agreement.

6.02 Receipt and Payment of Funds. To accept funds paid by the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, or any other entity; and, to disperse any monies so collected in accordance with the terms of this Agreement.

6.03 Retention of Property. To obtain, hold, and retain all or any part of the Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable.

6.04 Preservation of Principal. Notwithstanding any other provision in this Agreement, to at all times hold, manage, and invest the assets of this Trust in a manner designed to preserve the principal and maximize the income of the Trust Fund for the purposes of this Trust. Subject

to Section 7.01, the Trustee may commingle any or all of the funds it receives for the different purposes of this Trust Fund while it holds and invests such funds.

6.05 Investment of Trust Fund. To invest and reinvest all or any part of the Trust Fund (including any undistributed income therefrom), at the direction and in accordance with the written instructions of the Committee, which direction and instructions shall be limited to investments in direct obligations of the United States, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds which invest solely in United States direct or guaranteed obligations, bank accounts and certificates of deposit to the extent such are insured by the federal government, at least "A" rated municipal bonds, and common trust funds or money market funds investing in short term insured or at least "A" rated municipal bonds.

In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Agreement shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.05 is to authorize the investment of the Trust Fund or any part thereof as may be reasonably prudent, so long as Donors' payment obligations are met.

The Trustee shall keep all property and assets belonging to the Trust Fund in the United States.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the Trust Fund, for as long

a period of periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, and arbitrate claims or demands in favor of or against the Trust Fund, including claims for taxes, upon such terms as it deems advisable and upon attaining written approval of or direction from a majority of the Donors.

6.07 Authority to Represent Donors. Upon attaining written approval of or direction from a majority of the Donors, to represent the Donors with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over the Work or over any matter which concerns the Consent Decree or this Agreement. This authority may be delegated in writing by the Trustee to the Committee. All costs incurred by the Trustee pursuant to this Section 6.07, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.08 Institution of Litigation.

(a) To institute litigation in the name of the Trust against any party on behalf of or in the name of all non-defaulting Donors, upon obtaining written approval of or direction from a majority of the non-defaulting Donors, including but not limited to litigation against parties (i) who are not participating in the Consent Decree or (ii) that agree to participate as Donors hereunder but fail to make payments in accordance with Section 2.01 hereof, fail to make additional payments as provided in Section 2.02 hereof, or fail to make payments for fines or penalties or other costs in accordance with Section 5.01 hereof.

(b) All costs incurred by the Trustee pursuant to this Section 6.08, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.09 Delegation of Ministerial Powers. With the written approval of the Committee, to delegate to the Committee or other persons such ministerial powers and duties as the Trustee may deem necessary or appropriate.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers after the date on which the principal and income of the Trust Fund shall have become distributable and until such time as the entire principal of, and income from, the Trust Fund shall have been actually distributed by the Trustee. It is intended that the distribution of the Trust Fund will occur as soon as possible upon termination of the Trust in accordance with Section 11.02.

6.11 Submission of Claims to the United States. Upon written request of the Committee and in accordance with the claims procedure set forth in Section XVI (Claims Against the Fund) of, and the Preauthorization Decision Document attached as Appendix D to, the Consent Decree, to prepare, or assist others in preparing, one or more claims to the Superfund for reimbursement of certain costs.

6.12 Discretion in Exercise of Powers. To do any and all other acts which it shall deem proper to effectuate the powers specifically conferred upon it by this Agreement.

ARTICLE VII
ACCOUNTS, RECORDS, REPORTS,
AND PAYMENT REQUIREMENTS

7.01 Separate Records to be Kept.

(a) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Trust Fund (but excluding the Activities) in accordance with generally accepted accounting principles and practices consistently applied. The detail in which such books of records and accounts are kept shall be sufficient to allow the Donors to document the reimbursability from the Superfund of expenses paid out of the Trust Fund, including the Trustee's expenses, that may be subject to reimbursement. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01 or ten (10) years after submission of the final claim for reimbursement pursuant to Section XVI (Claims Against the Fund) of the Consent Decree, whichever is later.

(b) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Activities in accordance with generally accepted accounting principles and practices consistently applied. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01.

7.02 Reports.

(a) Within thirty (30) days after the end of each calendar month, the Trustee shall send to the Donors (i) a statement of receipts and disbursements, consisting of the Trust balance at the beginning of such month, the receipts and disbursements during such month, and the Trust balance at the end of such month, (ii) a statement of Trust assets as of the close of such month that is in agreement with the ending Trust balance shown in such statement of receipts and disbursements, and (iii) a statement showing the amount of each receipt and disbursement attributed to each Donor, broken down by purpose as set forth in Section 1.02. The Committee may direct the Trustee to prepare such statements for a shorter or longer period of time than a calendar month.

By each March 31, the Trustee shall present to the Donors a statement of receipts and disbursements and a statement of trust assets for the prior year ended December 31, accompanied by a report of the Accountants stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants in respect of the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements.

(b) As set forth in Paragraph 45 of the Consent Decree, the Trustee shall, within thirty (30) days after its appointment and every ninety (90) days thereafter, submit to the Donors, EPA, and the State financial reports that include cash flow projections showing the

level of funds that will be necessary to pay for the obligations of the Donors under the Consent Decree for the next one hundred eighty (180) days and the amount of money currently in the Trust Fund. The Donors and the Trustee anticipate that the Project Team, the Committee, and the Trustee will assist each other in preparing such financial reports.

7.03 Payment Requirements. As set forth in Paragraph 45 of the Consent Decree, if the amount of money in the Trust Fund is less than the amount projected in the Trustee's report to be needed for the next one hundred eighty (180) days, the Donors shall, within forty-five (45) days after issuance of the Trustee's report, deposit into the Trust Fund amounts sufficient to bring the level of the Trust Fund up to that projected amount. As set forth in Paragraph 45 of the Consent Decree, the Donors shall in any event make payments to the Trust Fund when and to the extent necessary to ensure the uninterrupted progress and timely completion of the Work.

7.04 Right to Inspect. The United States, the State, and the Donors shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the Trust Fund.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it by this Agreement but only upon and subject to the following express terms and conditions:

8.01 Limitation of Duties, Obligations, and Power.

(a) The Trustee shall manage the Trust Fund in accordance with the powers and within the limitations fixed by this Agreement.

(b) The Trustee shall act on behalf of the Donors pursuant to such directions of the Committee and the Project Team as shall be in conformity with this Agreement.

(c) The Donors shall provide to the Trustee the names of the members of the Committee and the members of the Project Team (if any) and the Trustee may rely absolutely on the accuracy of such notification until notified in like manner of any change thereof.

(d) All actions taken by the Trustee, other than investment of the Trust Fund in accordance with Section 6.05, shall be taken by the Trustee solely upon the direction of the Committee. All such directions to the Trustee shall be rendered or confirmed in writing. The Trustee expressly disavows any expertise in matters of environmental law, reclamation, restoration, or any other matter whatsoever related to air, ground, or water pollution or the health and safety of the environment, or remedies for defects therein, and no party to this Agreement shall make any statement or take any action which might imply or give rise to any inference to the contrary.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Agreement upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding any other provision of this Agreement, in the administration of the Trust, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms thereof which the Trustee believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit F attached hereto. The Trustee shall have a lien upon the Trust Fund for such compensation, and all reasonable expenses, advances, and counsel fees, and as indemnity for all liabilities incurred in and about the execution of this Trust and the exercise and performance of the powers and duties of the Trustee hereunder (except liabilities incurred as a result of gross negligence or willful misconduct of the Trustee), and the cost and expenses, including reasonable counsel fees, of defending against any claim of such liability.

8.05 Limitation of Financial Liability. No provision of this Agreement shall require the Trustee to (i) expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, or (ii) take any action pursuant to this Agreement, whether or not the Trustee is directed to take any such action by the Committee, which in the judgment of the Trustee may reasonably conflict with any rule of law. When acting pursuant to the direction of the Donors pursuant to this Agreement, the

Trustee may take other action deemed proper by the Trustee that is not inconsistent with such direction; provided, however, that the terms of this Section 8.05 shall not impose any additional duties or responsibilities upon the Trustee.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. The Trustee may at any time resign and be discharged from the Trust hereby created by giving not less than sixty (60) days' written notice to the Donors, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed by a majority of the Donors as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor Trustee.

9.02 Removal of Trustee. Notwithstanding Section 9.03 hereof, the Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing, delivered to the Trustee and signed by a majority of the Donors.

9.03 Appointment of Successor Trustee. In the event that the Trustee hereunder shall resign or be removed, or be dissolved, or should be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the event that the Trustee shall be taken under the control of any public office or officers, or of a receiver appointed by a court, a successor may be appointed by a majority of the Donors by an instrument or concurrent

instruments in writing, signed by such Donors, or by their attorneys in fact duly authorized in writing, and delivered to the Trustee.

9.04 Transfer to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of a majority of the Donors, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property in the Trust Fund to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary, and legal accrued fees, advances, and expenses of any such predecessor Trustee shall be paid in full. Should any deed, assignment, or instrument in writing from the Donors be reasonably required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, assignments, and instruments in writing shall be executed, acknowledged, and delivered by the Donors.

9.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party,

shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

INDEMNIFICATION

10.01 Indemnification of and by Trustee.

(a) The Donors collectively shall indemnify and hold harmless the Trustee and its agents and employees from all losses, claims, liabilities, injuries, damages and expenses (including but not limited to reasonable attorneys' fees and costs of investigation) (collectively, the "Losses") which the Trustee, its agents or employees may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of the Trustee's obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify the Trustee, its agents or employees for Losses arising out of the gross negligence or willful misconduct of the Trustee, its agents or employees. Such indemnification shall be shared by the Donors in the proportions set forth in Exhibit A hereto. The Donors shall make payment within thirty (30) days of the Trustee's demand for any undisputed indemnity obligation under this Section. In the event that any one or more Donors fail to make timely payment of indemnification after receipt of the Trustee's demand for payment, it shall be the obligation of the other Donors to use good faith efforts to enforce this indemnification provision. If, within ninety (90) days of the Trustee's demand for payment, such efforts are unsuccessful, the other Donors shall pay the

Trustee the deficit amount in proportion to their respective actual contributions to the Trust Fund. Such Donors shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

(b) Notwithstanding anything to the contrary contained herein, but subject to the following two sentences, the Trustee shall not be required to make any payments in its individual and nonfiduciary capacity in the implementation of this Agreement. The Trustee shall indemnify and hold harmless the Trust Fund, the Donors, the Committee, the Project Team and the Accountants, and their agents and employees (the "Cross-Indemnified Parties") for all Losses which the Cross-Indemnified Parties may incur or suffer arising out of or relating to the gross negligence or willful misconduct of the Trustee or its agents or employees. The Trustee shall make payment within thirty (30) days of demand for any undisputed indemnity obligation under this Section.

10.02 Indemnification of Committee and Others. The Donors severally, but not jointly, agree to indemnify and hold harmless the Committee, the technical subcommittee of the Committee, other subcommittees composed entirely of Donors, and other positions held by Donors (the "Indemnified Parties") from all Losses which the Indemnified Parties may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of their obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify any Indemnified Party for Losses arising out of its gross negligence or willful misconduct. The portion of a Loss for which each Donor is liable under this Section shall bear the same

proportion to the total amount of the Loss as such Donor's RU bears to the RU held by all the Donors (excluding the RU held by the Indemnified Parties). The Donors shall make payment within thirty (30) days of a demand for any undisputed indemnity obligation under this Section. The Indemnified Parties shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

10.03 Survival of Indemnification. Notwithstanding any other provision hereof, the indemnity obligations of the Donors and the Trustee in this Agreement shall survive the termination of this Agreement.

10.04 Disputes Concerning Indemnity Obligations. Any dispute that arises under or with respect to any indemnity obligation hereunder shall be subject to informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time notice of the existence of a dispute is given. The period for negotiations may be extended by agreement of the parties to the dispute. The party making the objection shall not be required to make payment during the pendency of the dispute.

ARTICLE XI

TERMINATION OF TRUST

11.01 Termination of Trust. This Trust shall terminate upon stipulation in writing by the Trustee and a majority of the Donors after EPA issues its Certificate of Completion for the

Work, as described in Paragraph 52.b of the Consent Decree. The Committee shall give the Trustee prompt written notice as to when such Certificate has been issued by EPA.

11.02 Distribution of Trust Fund Upon Termination. Upon termination of this Trust, the Trustee shall liquidate the assets of the Trust and thereupon distribute all of the Trust Fund, including all accrued, accumulated and undistributed net income, to the Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust, allowing for any relative overpayments or underpayments; provided, however, that such distribution shall be subject to Section 5.04. If any Donor, or its successor, cannot be located within one hundred eighty (180) days after the termination date after diligent effort, its share of the Trust shall be deemed to be waived, and the Trustee shall distribute that share to the remaining Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust.

ARTICLE XII

MISCELLANEOUS

12.01 Headings. The section headings set forth in this Agreement are included for the convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

12.02 Particular Words. Any word contained in this text of this Agreement shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, company or

corporation. Unless otherwise specifically stated, capitalized words shall have the meaning assigned to them in the Consent Decree.

12.03 Severability of Provisions. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

12.04 Notices Under Agreement. Any notice required to be given by this Agreement shall be in writing. Notices required to be given to the Donors shall be deemed to have been properly given when mailed, postage prepaid, by first class United States mail, to the person to be notified as set forth on the Donor's signature page to this Agreement. A Donor may change that address by delivering notice thereof in writing to the Trustee. The Trustee shall maintain a list of addresses of the Donors and update it upon its receipt from a Donor of a notice of a change of address. The Trustee shall provide a copy of the address list to any Donor upon request.

Any notice required by this Agreement to be delivered to any other person or entity shall be deemed to have been properly delivered when mailed, postage prepaid, by first class United States mail, to the person to be notified at the last known address of such a person or entity, according to the records of the one giving notice.

12.05 Counterparts of Agreement. This Agreement may be executed for the convenience of the parties hereto in counterparts, any one of which for all purposes shall be deemed to have the status of an executed original.

12.06 Governing Jurisdiction. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Missouri. This Agreement shall be enforceable against the Trustee or any Donor in any court of competent jurisdiction in the State of Missouri.

12.07 Binding Effect; No Transferability of Interest in the Trust. This Agreement shall apply to and be binding upon the signatories, their heirs, successors, and assigns; provided, however, that the interest of the Donors in the Trust and their obligation to contribute funds pursuant to Article II hereof is not transferable, except to a successor corporation or corporations or with the written agreement of a majority of the Donors.

12.08 Amendments. The Donors, by unanimous vote of the non-defaulting Donors and the Trustee, may from time to time and at any time during the term of this Trust, amend this Agreement, in whole or in part. Such amendment must be in writing and be signed by all non-defaulting Donors. The Trustee shall give notice of such action to Donors as provided in Section 12.04. No such amendment, however, shall be effective without the Trustee's written consent.

As provided in Paragraph 44 of the Consent Decree, Donors shall provide EPA and the State with written notice at least thirty (30) days in advance of any proposed amendment to this Agreement.

12.09 Control by Donors and Committee Members. Except as otherwise expressly provided for herein, whenever this Agreement provides for action by a majority of the Donors (or Committee members), such action shall be effective only if taken by the number of non-defaulting Donors (or non-defaulting Committee members) allocated more than fifty percent (50%) of the RU collectively held by all of the non-defaulting Donors (or non-defaulting Committee members). A majority of the Donors may at any time direct the Trustee in writing to take any action or to refrain from taking any action, provided that such direction does not conflict with the Donors' obligations under the Consent Decree or this Agreement.

12.10 No Authority to Conduct Business. The purposes of this Trust are limited to the matters set forth in this Agreement. This Agreement shall not be construed to confer upon the Trustee any authority to conduct business. The object of this Trust is specifically limited to the matters set forth herein and there is no objective to carry on any business or to divide the gains therefrom.

12.11 Joinder of Additional Parties. It is understood that entities other than the Donors named in Exhibit A hereto may desire to become Donors under this Agreement. Such entities may join as Donors under this Agreement upon obtaining the written consent of a majority of the Donors named in Exhibit A and the Trustee hereof, and by executing this Agreement and agreeing to be bound thereafter by all the provisions hereof. No such entity may join as a Donor herein without having first paid to the Trustee such sum of money as may be agreed upon by the Donors named in Exhibit A. Such sum shall represent an allocation of liability to such joining party for a share of the anticipated cost of the Work and compliance with the Consent

Decree as of the date of such payment. Such payment may, in the discretion of the Donors named in Exhibit A, be adjusted in consequence of the time elapsed between the date of this Agreement and the date of such payment. Upon execution of this Agreement, such entity shall thereafter be bound by all of the terms and obligations hereof, including but not limited to the obligation to make such payments and contributions as specified under Section 2.02 hereof. The name of such entity joining as an additional Donor shall be added to Exhibit A along with its RU in order to allow the calculation of its proportionate share of payments as described in this Agreement. Any entity which becomes a party by execution of this Agreement after the effective date of this Agreement shall be deemed to have been a party to this Agreement ab initio and shall be assessed and pay all sums which such entity would have been obligated to pay if a Donor ab initio, except that the Donors may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date. Joinder of an additional party pursuant to this Section shall constitute an amendment of this Agreement for purposes of Section 12.08.

12.12 No Waiver or Admission. It is understood and agreed that the Donors are entering into this Agreement solely for the purpose of complying with the Consent Decree, and that by doing so are not waiving, expressly or otherwise, any defenses that they may have to liabilities claimed by the United States, the State of Missouri, third parties, or the parties to this Agreement.

The funds contributed to the Trust Fund by Defendants and the United States on behalf of the Settling Federal Agencies are voluntary payments in satisfaction of such parties'

obligations under the Consent Decree and, except in the case of stipulated penalties pursuant to Section XXIII (Stipulated Penalties) of the Consent Decree, are not to be construed as payments of fines, penalties or monetary sanctions, nor are they amounts forfeited as collateral posted in connection with a proceeding which could result in imposition of such fines, penalties or monetary sanctions. Furthermore, the payment of the funds by the Defendants and the United States on behalf of the Settling Federal Agencies shall not be construed as an admission of liability under common law or any federal or state statute or regulation in connection with the Site or any other matter. None of the Defendants or Settling Federal Agencies expected or intended that the alleged releases of hazardous substances at and from the Site would occur.

12.13 No Enlargement of Participation. It is understood and agreed that, by entering into this Agreement, no Donor has committed itself to participate in any activities other than the Work defined in the Consent Decree. It is also understood and agreed that the RU allocated to each Donor as stated in Exhibit A have been agreed to only for the purposes of interim allocation under this Agreement and are subject to reallocation, if so agreed by the Donors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK OF ST. LOUIS, N.A.
as Trustee

By: _____

Title: _____

MEW Site File
Break10_02326

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

_____ has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: _____

Name (print): _____

Title (print): _____

Date: _____

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: _____

Address: _____

Telephone: _____

Fax: _____

MEW Site File
Break10_02327